



BRAZORIA COUNTY COMMISSIONERS COURT

MINUTES

BE IT REMEMBERED THAT ON AUGUST 27, 2024, THERE WAS BEGUN AND HOLDEN A SPECIAL SESSION OF COMMISSIONERS COURT.

A. CALL TO ORDER

B. ROLL CALL

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

Present: Commissioner Donald "Dude" Payne
Commissioner Ryan Cade
Commissioner Stacy L. Adams
Commissioner David R. Linder
County Clerk Joyce Hudman
Absent: Judge L.M. "Matt" Sebesta Jr.

C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER LINDER

D. APPROVAL OF MINUTES

D.1. Commissioners Court Regular Session - August 13, 2024 9:00 AM

RESULT: APPROVED
MOVER: David R. Linder
SECONDER: Ryan Cade
AYES: Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

D.2. Commissioners Court Budget Workshop Meeting - August 12, 2024 9:00 AM

RESULT: APPROVED
MOVER: David R. Linder
SECONDER: Ryan Cade
AYES: Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

D.3. Commissioners Court Budget Workshop Meeting - August 14, 2024 9:00 AM

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Ryan Cade
AYES:	Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

E. PUBLIC APPEARANCES

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

F. PROCLAMATIONS/RESOLUTIONS - NONE**G. FORMAL REPORTS AND APPEARANCES - NONE****H. CONSENT**

RESULT:	PASSED THE CONSENT AGENDA
MOVER:	David R. Linder
SECONDER:	Donald "Dude" Payne
AYES:	Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Sheriff's Office

H.1. Agreement with HGAC - Law Enforcement Training Grant

Tax Assessor - Collector

H.2. Monthly Collections Report for July 2024

H.3. Account Number: 0058-0068-120 Resale Meeting Of: April 23, 2024

H.4. Account Number: 0118-0246-000 Resale Meeting Of: February 27, 2024

Airport

H.5. Rental Payment Runway Cafe

Auditor

- H.6. Payment of Bills
- H.7. FY 2024: Line Item Transfer
- H.8. FY 2024: Additional Funds
- H.9. Auditor's Monthly Report
- H.10. Texas Division of Emergency Management (TDEM) Grant Management System (GMS) Terms and Conditions

CDBG/HUD/Welfare Department

- H.11. Housing Choice Voucher (Section 8) Payment Standards

Engineer

- H.12. Conditional Acceptance of Roads - Pomona Section 26 - Abstract 563 (Precinct 4)
- H.13. Exception to Subdivision Platting for Diana Lucero, Jesus Lucero, Carolina Lucero and Jacob Zuniga (Precinct 4)
- H.14. Maintenance of Paradise Cemetery
- H.15. Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns
- H.16. Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 37 (Precinct 1)
- H.17. Exception to Subdivision Platting for Arthur W. Hutson aka Audie Hutson, Stacy M. Haning and Elizabeth Wilkins-Rivas aka Libby Wilkins-Rivas (Precinct 4)

Health

- H.18. Interlocal Agreement between Brazoria County Health Department and City of Clute
- H.19. Interlocal Cooperation Agreement with UTMB to Provide In-Person Primary Care Services to the County's Indigent Residents

Purchasing Department

- H.20. Renew WIC Lease Agreement
- H.21. Renew RFP #20-01 Service Awards for County Employees
- H.22. Renew ITB #23-22 Oils and Lubricants
- H.23. Renew ITB #20-44 Equipment Rentals

- H.24.** Change Order of Engineering Services for Hanson County Park
- H.25.** Renewal of Commercial Liability Insurance Policy for the Historical Museum
- H.26.** Renew RFP #22-83 Monitoring of County Fire Alarm Systems
- H.27.** Change Order for Camp Mohawk Restroom Project
- H.28.** Disposal of Surplus Fire Extinguishers from the Fire Marshal's Office
- H.29.** Donation to the City of Brazoria Police Department
- H.30.** Job Order Contract for San Luis Pass County Park - Deck Replacement
- H.31.** Advertise Request for Proposals for Employee Health Clinic
- H.32.** Amend Court Order H.54 Dated August 13, 2024 Renew RFP #20-17 Employee Health Benefits
- H.33.** Amend Contract with Carr Riggs & Ingram LLC
- H.34.** Amend Court Order H.44 Dated August 13, 2024 Renew RFO #19-77 Food Service Operations
- H.35.** Post 65 and Retiree Health Benefits Plan
- H.36.** Agreement with TFS Energy Solutions, LLC d/b/a Tradition Energy
- H.37.** Job Order Contract for East Annex Building HVAC Replacement

I. DISCUSSION

County Judge

- I.1.** Fairgrounds Building and Real Property Rental Agreement with The Fair Association

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	Ryan Cade
AYES:	Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

County Clerk**I.2. Election Judge and Alternate Judge Appointments**

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	David R. Linder
AYES:	Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

District Attorney**I.3. Deliberation of Business and Financial Issues Related to Employee/Retiree Life Insurance Contract
(Addendum Item)**

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Stacy L. Adams
AYES:	Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Flood Plain**I.4. Beachfront Construction Permit - 4828 Bluewater Hwy (CR 257), Freeport San Luis Beach, Abstract 29 S.F. Austin Blk 8 Lt 16-17 Lt 16, (Precinct 1)**

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	David R. Linder
AYES:	Commissioner Payne, Commissioner Adams, and Commissioner Linder
ABSTAIN:	Commissioner Cade

Parks**I.5. Approve the Demolition of Quintana Park Buildings**

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	Ryan Cade
AYES:	Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

Purchasing Department

- I.6.** Award RFP #24-30 Development of 5 Year Consolidated Plan with First Year Action Plan

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	Ryan Cade
AYES:	Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

- I.7.** Award ITB #24-51 Public Nuisance Abatement at 8116 CR 929, Brazoria

RESULT:	APPROVED
MOVER:	David R. Linder
SECONDER:	Ryan Cade
AYES:	Commissioner Payne, Commissioner Cade, Commissioner Adams, and Commissioner Linder

- I.8.** Stop Loss Proposal

RESULT:	APPROVED
MOVER:	Donald "Dude" Payne
SECONDER:	David R. Linder
AYES:	Commissioner Payne, 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 9:16 a.m. Commissioners Court entered into Closed Session.

At 10:56 a.m. Commissioners Court was again in open session with all members present with the exception of Judge Sebesta who was absent this meeting. As no further matters were to be had, Commissioner Adams adjourned this Special Session of Commissioners Court at 10:56 a.m.

Texas Govt Code 551.071

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

J.1. Discuss Potential Litigation

No action taken at this time

J.2. Discuss Potential Litigation

No action taken at this time

Texas Govt Code 551.0725

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

(1) the commissioners court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the commissioners court in negotiations with a third person; and

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

J.3. Life Insurance

No action taken at this time

Texas Govt Code 551.076

A government body may meet in closed session to deliberate the deployment or specific occasions for implementation of security personnel or devices as security.

J.4. Deliberations Regarding Security Devices or Security Audits

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 10:56 AM.

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



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.1.

8/27/2024

Commissioners Court Regular Session - August 13, 2024 9:00 AM



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.2.

8/27/2024

Commissioners Court Budget Workshop Meeting - August 12, 2024 9:00 AM



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. D.3.

8/27/2024

Commissioners Court Budget Workshop Meeting - August 14, 2024 9:00 AM



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.1.

8/27/2024

Agreement with HGAC - Law Enforcement Training Grant

Court hereby authorizes the County, on behalf of the Sheriff's Office, to enter into an Intergovernmental Agreement with Houston Galveston Area Council for Regional Law Enforcement Training Grant.

The County Judge and Sheriff are hereby authorized to sign any documents relating to the Agreement and grant after review by the District Attorney's Office.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.2.

8/27/2024

Monthly Collections Report for July 2024

Approve Tax Office Monthly Collections Report for July 2024



Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust
Angleton, Texas 77515

979.864.1838
FAX 979.864.1346

July 21, 2024

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

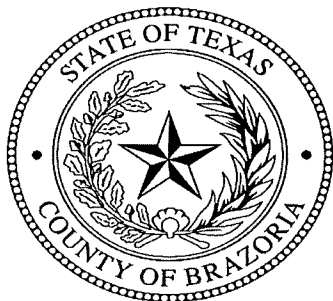
Members of Court:

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 July 01, 2024 to July 31, 2024.

Sincerely,

A handwritten signature in cursive script that reads "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 2024

Monthly Report

Tax Collections for the period 07/01/2024 - 07/31/2024

	2023 Tax Roll	Prior Tax Yrs	Total
County	\$149,943.47	\$39,579.97	\$189,523.44
Special R&B	23,576.17	5,743.19	\$29,319.36
	\$173,519.64	\$45,323.16	\$218,842.80

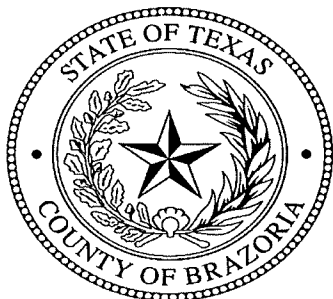
Current Collection Percentage
98.34%
98.35%

Tax Receivables as of 07/31/2024

	2023 Tax Roll	Prior Tax Yrs	Total
County	\$2,241,652.50	\$1,868,923.29	\$4,110,575.79
Special R&B	357,142.17	289,894.03	647,036.20
	\$2,598,794.67	\$2,158,817.32	\$4,757,611.99

Special Assessments Receivables as of 07/31/2024

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.	20,805.36	64.87%
Pecan Estates	43,200.38	64.18%
Hampton Road	45,397.88	48.94%
Westwood	41,801.22	62.01%
Sally Lake	46,613.17	76.23%
Benefield	6,378.37	85.38%
Brazos Bend II	54,299.57	76.69%
Bailey Oakwood Creek	336,719.09	71.78%
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	307,167.94	8.43%
Lindel Estates DFH	397,762.24	17.94%
Riverside	369,158.01	25.70%
Briar Meadow	171,684.17	45.32%
Twin Lakes	501,928.00	17.63%
Old Coffee Plantation	299,646.10	26.93%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	309,579.93	9.38%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	41,094.53	93.11%
Oakwood Creek	12,439.82	89.13%
	\$3,419,025.82	



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 2024 July-2024

Revenue Source	Revenue
Beer & Liquor License	12,710.00
Auto Registration-Split Level Commission	0.00
Certificate of Title	24,260.00
Auto Registration-County Fees	207,920.00
Specialty Plates	122.50
Postage & Handling Compensation	35,210.80
Auto Registration-Car License Fee	19,503.00
Vehicle Sales Tax	0.00
Current Tax Commissions	0.00
Tax Certificates	810.00
Hot Check Fees	330.00
Reimburse Postage/Telex	152.00
Plat/Copies	0.00
Boat Title/Registration Commissions	996.90
Boat Sales Tax Commissions	2,332.55
Scofflaw	0.00
Special Assessments:	
<i>Bonnie Lane</i>	0.00
<i>Laura Lane</i>	0.00
<i>Norris Road</i>	0.00
<i>Rose Mary St.</i>	0.00
<i>Pecan Estates</i>	0.00
<i>Hampton Road</i>	0.00
<i>Westwood Road</i>	0.00
<i>Sally Lake</i>	0.00
<i>Benefield</i>	0.00
<i>Brazos Bend II</i>	0.00
<i>Bailey Oakwood Creek</i>	0.00
<i>Mustang</i>	0.00
<i>CR 64 Ext</i>	0.00
<i>Wink Wynn</i>	0.00
<i>Vivian St</i>	0.00
<i>Lindell Estates</i>	0.00
<i>Lindel Estates-DFH</i>	0.00
<i>Riverside</i>	1,265.86
<i>Briar Meadow</i>	0.00
<i>Twin Lakes</i>	0.00
<i>Old Coffee Plantation</i>	0.00
<i>Brazos Bend</i>	0.00
<i>Brazos Oaks</i>	0.00
<i>Forest Loop</i>	0.00
<i>Sherwood Land</i>	0.00
<i>Manvel</i>	0.00
<i>Oakwood Creek</i>	0.00
<i>River Road</i>	0.00
	<u>\$305,613.61</u>

Summary of County Figures not audited

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2023 and Year End Date = 7/31/2024 and Month Range from 7/1/2024 to 7/31/2024 and Tax Units = {multiple} and Date Type = 1

1 - BRAZORIA COUNTY

CURRENT YEAR INFORMATION		Start Financial Year 10/01/2023 12						
Start Value 83,754,760,415	Start Exemption 35,768,256,248	Start Taxable 47,986,504,167	Rate 0.270664	Calc Start Levy 129,882,191.64	Actual Start Levy 129,930,468.08	Start Frozen Loss 0.00	Start + Frozen 129,930,468.08	
Adjusted Value 87,198,496,264	Adjusted Exemption 37,042,795,269	Adj Taxable 50,155,700,995	Rate 0.270664	Calc Adj Levy 135,753,426.54	Actual Current Levy 135,800,935.09	Adj Frozen Loss 0.00	Act Levy + Act Frozen 135,800,935.09	
Start Value 83,754,760,415	Net Value Adj 3,443,735,849	Start Value + Net Value Adj 87,198,496,264			Actual Current Value 87,198,496,264	Other Loss 15,148.75		
Start Exemption 35,768,256,248	Net Exmp Adj 1,274,539,021	Start Exemp + Net Exmp Adj 37,042,795,269			Actual Current Exemption 37,042,795,269			
YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
AS OF 07/31/2024								
2023	129,930,468.08	(197,310.23)	5,870,467.01	149,943.47	133,559,282.59	2,241,652.50	(19,164.86)	98.34
2022	1,148,141.26	(25,712.72)	(285,284.48)	2,972.48	297,151.16	565,705.62	(837.74)	34.43
2021	400,967.78	(335.17)	(54,222.10)	20,545.78	59,831.57	286,914.11	(0.01)	17.25
2020	238,819.69	(68.56)	39,755.87	4,330.41	95,251.13	183,324.43	0.00	34.19
2019	175,889.81	(78.68)	1,060.68	2,496.97	29,430.87	147,519.62	0.00	16.63
2018	124,537.58	0.00	(171.90)	1,926.69	16,061.69	108,303.99	0.00	12.91
2017	112,387.69	0.00	(218.20)	1,504.08	11,908.68	100,260.81	0.00	10.61
2016	98,253.27	0.00	(229.04)	1,081.28	8,213.74	89,810.49	0.00	8.37
2015	87,090.46	0.00	(185.53)	820.13	5,632.18	81,272.75	0.00	6.48
2014	74,685.55	0.00	(150.49)	778.24	4,882.81	69,652.25	0.00	6.55
2013	70,397.08	0.00	(28,717.69)	511.93	2,787.65	38,891.74	0.00	6.68
2012	56,097.87	0.00	(8,410.82)	450.26	2,526.05	45,161.00	0.00	5.29
2011	37,517.21	0.00	(4,925.58)	313.88	1,793.73	30,797.90	0.00	5.50
2010	23,032.04	0.00	(1,437.63)	692.52	2,202.21	19,392.20	0.00	10.19
2009	19,865.12	0.00	(759.89)	625.40	1,918.66	17,186.57	0.00	10.04
2008	20,181.78	0.00	(1,246.74)	351.04	1,291.56	17,643.48	0.00	6.82
2007	17,495.24	0.00	(987.51)	100.45	1,123.85	15,383.88	0.00	6.80
2006	15,983.52	0.00	(1,320.72)	29.59	904.86	13,757.94	0.00	6.17
2005	14,805.72	0.00	(1,817.50)	19.49	591.77	12,396.45	0.00	4.55
2004	16,852.24	0.00	(2,270.86)	28.58	956.96	13,624.42	0.00	6.56
2003	16,237.05	0.00	(11,391.12)	0.00	261.50	4,584.43	0.00	5.39
2002 *	17,922.39	0.00	(9,871.74)	0.77	711.44	7,339.21	0.00	8.83
TOTAL	132,717,628.43	(223,505.36)	5,497,664.02	189,523.44	134,104,716.66	4,110,575.79	(20,002.61)	

YEAR-TO-DATE SUMMARY PART C

Tax Year = 2023 and Year End Date = 7/31/2024 and Month Range from 7/1/2024 to 7/31/2024 and Tax Units = {multiple} and Date Type = 1

CURRENT YEAR INFORMATION		Start Financial Year 10/01/2023 12		9 - SPECIAL ROAD & BRIDGE			
Start Value 83,754,660,415	Start Exemption 35,824,620,582	Start Taxable 47,930,039,833	Rate 0.043284	Calc Start Levy 20,746,038.44	Actual Start Levy 20,753,747.36	Start Frozen Loss 0.00	Start + Frozen 20,753,747.36
Adjusted Value 87,198,396,264	Adjusted Exemption 37,119,085,253	Adj Taxable 50,079,311,011	Rate 0.043284	Calc Adj Levy 21,676,328.98	Actual Current Levy 21,683,915.44	Adj Frozen Loss 0.00	Act Levy + Act Frozen 21,683,915.44
Start Value 83,754,660,415	Net Value Adj 3,443,735,849	Start Value + Net Value Adj 87,198,396,264			Actual Current Value 87,198,396,264	Other Loss 2,425.90	
Start Exemption 35,824,620,582	Net Exmp Adj 1,294,464,671	Start Exemp + Net Exmp Adj 37,119,085,253			Actual Current Exemption 37,119,085,253		

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
AS OF 07/31/2024								
2023	20,753,747.36	(31,832.38)	930,168.08	23,576.17	21,326,773.27	357,142.17	(3,109.18)	98.35
2022	196,137.87	(4,569.33)	(50,541.07)	335.23	49,051.16	96,545.64	(148.04)	33.68
2021	59,159.14	(52.80)	(8,588.14)	3,037.32	8,200.40	42,370.61	0.00	16.21
2020	34,718.47	(11.53)	5,808.98	627.85	13,868.84	26,658.62	0.00	34.22
2019	23,912.75	(12.27)	142.18	337.36	3,985.26	20,069.67	0.00	16.56
2018	20,204.04	0.00	(29.84)	312.04	2,581.80	17,592.40	0.00	12.79
2017	17,597.59	0.00	(34.44)	232.08	1,852.08	15,711.07	0.00	10.54
2016	14,725.93	0.00	(34.59)	161.66	1,219.53	13,471.81	0.00	8.30
2015	12,188.97	0.00	(26.13)	115.50	780.27	11,382.57	0.00	6.41
2014	10,150.13	0.00	(20.59)	106.40	654.56	9,474.98	0.00	6.46
2013	9,724.94	0.00	(3,958.39)	71.08	387.01	5,379.54	0.00	6.71
2012	7,883.94	0.00	(1,182.69)	63.43	355.25	6,346.00	0.00	5.30
2011	5,432.38	0.00	(715.36)	45.58	258.73	4,458.29	0.00	5.48
2010	3,413.78	0.00	(213.97)	101.25	323.41	2,876.40	0.00	10.10
2009	3,078.71	0.00	(125.92)	100.60	312.31	2,640.48	0.00	10.57
2008	3,515.67	0.00	(226.04)	62.72	232.15	3,057.48	0.00	7.05
2007	3,332.14	0.00	(190.26)	19.35	213.03	2,928.85	0.00	6.78
2006	2,946.19	0.00	(245.19)	5.52	168.77	2,532.23	0.00	6.24
2005	2,515.58	0.00	(313.36)	3.36	102.04	2,100.18	0.00	4.63
2004	2,758.06	0.00	(373.49)	4.74	156.84	2,227.73	0.00	6.57
2003	2,682.12	0.00	(1,886.07)	0.00	43.65	752.40	0.00	5.48
2002 *	3,203.30	0.00	(1,746.90)	0.12	139.32	1,317.08	0.00	9.56
TOTAL	21,193,029.06	(36,478.31)	865,666.80	29,319.36	21,411,659.68	647,036.20	(3,257.22)	



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.3.

8/27/2024

Account Number: 0058-0068-120 Resale Meeting Of: April 23, 2024

The court approves the resale of the following trust property in Brazoria County in the amount of \$3000.00.

A00058 Rebecca Cummings Tract 20A (PT UND 2/3)
Acres 2.67

0058-0068-120

PROPERTY INFORMATION

RESALE MEETING OF: April 23, 2024

IN TRUST TO: SWEENEY ISD

PREVIOUS OWNER: CREASY BOWERS, ET AL

ACCOUNT #: 0058-0068-120

PRECINCT #: 1

LEGAL DESCRIPTION: A0058 REBECCA CUMMINGS
TRACT 20A (PT UND 2/3) ACRES 2.67

PHYSICAL ADDRESS: 0 CR 309 OFF NAR

SCHOOL DISTRICT: SWEENEY ISD

OFFER MADE BY: CHRIS GILBERT

AMOUNT OF OFFER: **\$3,000.00**

MINIMUM BID AT SALE: \$6,000.00

ADJUDGED VALUE: \$6,000.00

CURRENT LAND VALUE: \$18,090.00

CURRENT IMPROVEMENT: \$0.00

CITY WEED/DEMO LIENS: UNKNOWN

SHERIFF'S DEED FILE DATE: 2/12/2019

REDEMPTION DATE: 8/12/2019

POST JUDGMENT TAXES: \$321.53

POST JUDGMENT YEARS: 1998-2017

VOTE: AYE NAY

K. BULANEK	X
K. STEWART	X
JUDGE SEBESTA	X
D. PAYNE	X
CIVIL DIVISION REP.	X

PBFCM REPRESENTATIVE PRESENT



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.4.

8/27/2024

Account Number: 0118-0246-000 Resale Meeting Of: February 27, 2024

The court approves the resale of the following trust property in Brazoria County in the amount of \$2250.00.

A0118 Zeno Phillips Tract 22L (UND/2)
Acres 2.5

0118-0246-000

PROPERTY INFORMATION

RESALE MEETING OF: February 27, 2024

IN TRUST TO: COLUMBIA-BRAZORIA ISD

PREVIOUS OWNER: EMIL FRITSCH, ET AL

ACCOUNT #: 0118-0246-000

PRECINCT #: 4

LEGAL DESCRIPTION: A0118 ZENO PHILLIPS TRACT 22L
(UND/2) ACRES 2.5

PHYSICAL ADDRESS: 0 NAR

SCHOOL DISTRICT: COLUMBIA-BRAZORIA ISD

OFFER MADE BY: CHRIS GILBERT

AMOUNT OF OFFER: \$2,250.00

MINIMUM BID AT SALE: \$5,118.50

ADJUDGED VALUE: \$6,560.00

CURRENT LAND VALUE: \$30,000.00

CURRENT IMPROVEMENT: \$0.00

CITY WEED/DEMO LIENS: UNKNOWN

SHERIFF'S DEED FILE DATE: 9/16/2016

REDEMPTION DATE: 3/16/2017

POST JUDGMENT TAXES: \$263.27

POST JUDGMENT YEARS: 2016

VOTE: AYE NAY

K. BULANEK	X
K. STEWART	X
JUDGE SEBESTA	X
D. LINDER	X
CIVIL DIVISION REP.	X

PBFCM REPRESENTATIVE PRESENT



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.5.

8/27/2024

Rental Payment Runway Cafe

As a result of the July 2024 Hurricane Beryl disaster event, Runway Café was unable to operate its business and forced to remain closed for eleven days.

Therefore, County authorizes the waiver of the July 2024 rent payment from Runway Café to Texas Gulf Coast Regional Airport. All rental payments to resume thereafter.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.6.

8/27/2024

Payment of Bills

That the checks payable through Monday, August 26, 2024 be approved for payment in accordance with Local Government Code 115.021.



**COMMISSIONERS COURT OF BRAZORIA
COUNTY**

ORDER NO. H.7.

8/27/2024

FY 2024: Line Item Transfer

Constable - Precinct 1	520000 (Operating)	10000	32100	(\$18,940)
	590000 (Capital)	10000	32100	\$18,940

Transfer is needed for capital purchases.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.8.**8/27/2024**

FY 2024: Additional Funds

Additional funds are needed for cash disbursements paid in July on prior year purchase orders. The goods and/or services were actually received in FY 2024 and are FY 2024 expenditures.

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

General Fund

	Category	Fund	Dept	Amount
Non-Departmental	520000 (Operating)	10000	14900	\$15,272.95
County Sheriff	520000 (Operating)	10000	30000	\$55,687.10
Information Systems	520000 (Operating)	10000	22000	\$10,120.00
Health	520000 (Operating)	10000	45000	\$ 237.00
				\$81,317.05

Other Funds

R&B Non-Construct	520000 (Operating)	20000	75000	\$4,838.98
R&B Construction	590000 (Capital)	20500	75000	\$1,155.00
				\$5,993.98



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.9.

8/27/2024

Auditor's Monthly Report

Accept the County Auditor's Monthly Report for July 2024 into record per Local Government Code §114.023.

BRAZORIA COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT



For the Month Ended
July 31, 2024

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
July 31, 2024

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Note: Charts and other information provided in accordance with (Local Govt Code §114.023(b)(1) and §114.025 (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

August 27, 2024

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 ten months ended **July 31, 2024** 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 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 includes all funds. The Debt Service Payment Schedule is also presented for your reference, for fiscal year 2024. Our intention is for this reporting 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

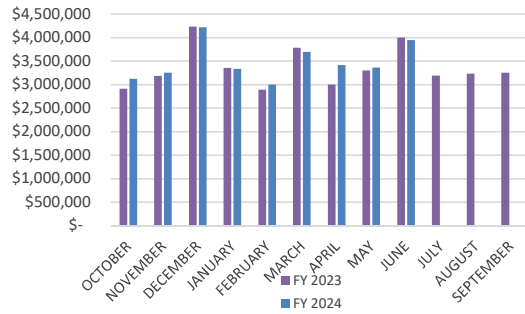
BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2024

CURRENT SALES TAX COLLECTIONS COMPARISON

	FY 2023	FY 2024	DIFF	%
OCTOBER	\$ 2,918,977	\$ 3,129,605	\$ 210,628	7.22%
NOVEMBER	\$ 3,187,114	\$ 3,258,002	\$ 70,888	2.22%
DECEMBER	\$ 4,235,575	\$ 4,222,460	\$ (13,115)	-0.31%
JANUARY	\$ 3,358,801	\$ 3,336,617	\$ (22,184)	-0.66%
FEBRUARY	\$ 2,896,108	\$ 3,005,923	\$ 109,815	3.79%
MARCH	\$ 3,784,669	\$ 3,699,623	\$ (85,046)	-2.25%
APRIL	\$ 3,004,854	\$ 3,422,540	\$ 417,686	13.90%
MAY	\$ 3,304,495	\$ 3,365,688	\$ 61,193	1.85%
JUNE	\$ 4,007,709	\$ 3,946,694	\$ (61,015)	-1.52%
JULY	\$ 3,198,125			
AUGUST	\$ 3,237,062			
SEPTEMBER	\$ 3,255,439			
TOTAL	\$ 40,388,928	\$ 31,387,152	\$ 688,850	24.24%

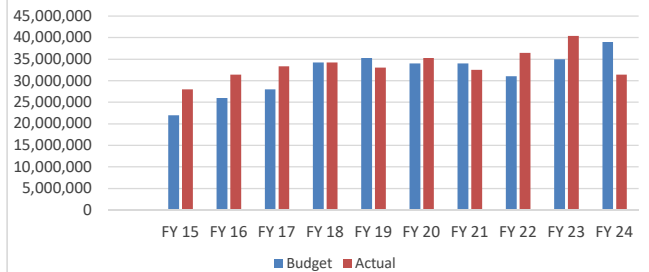
Sales Tax Collections by Month



SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

Month Collected/ Month Remitt	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT / DEC	1,916,231	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
NOV / JAN	2,008,770	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
DEC / FEB	2,923,787	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
JAN / MAR	2,201,924	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
FEB / APR	2,045,674	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
MAR / MAY	2,614,470	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
APR / JUN	2,404,823	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
MAY / JUL	2,206,575	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
JUN / AUG	2,736,537	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
JUL / SEPT	2,403,914	2,200,027	2,442,438	2,577,899	2,939,101	2,319,781	2,738,182	2,968,517	3,198,125	-
AUG / OCT	2,220,279	2,861,537	2,349,851	3,077,481	2,761,600	2,300,406	2,727,955	3,097,322	3,237,062	-
SEP / NOV	2,322,636	2,561,914	2,891,665	2,894,158	2,952,287	2,592,087	3,024,952	3,277,671	3,255,439	-

Annual Sales Tax Collections - Budget versus Actual



SALES TAX BY FISCAL YEAR

	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
Budget	22,000,000	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
Actual	28,005,620	31,384,316	33,312,092	34,195,142	33,019,705	35,230,141	32,553,987	36,451,230	40,388,928	31,387,152



Aggregate Revenue for Year 2024

10/01/2023 thru 07/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10000-General Fund					
Tax Revenue	106,707,687	-	106,707,687	103,515,892	(3,191,795)
Other Constitutional Tax	39,000,000	270,000	39,270,000	27,490,458	(11,779,542)
Penalty and Interest	600,000	-	600,000	595,177	(4,823)
Licenses and Permits	2,137,100	90,000	2,227,100	1,660,844	(566,256)
Grant Revenue	214,000	-	214,000	308,197	94,197
Shared Revenue	739,000	-	739,000	552,397	(186,603)
Fees of Office	7,466,100	30,000	7,496,100	6,291,308	(1,204,792)
Library Revenue Fees	66,500	-	66,500	59,241	(7,259)
Legislative Fees	935,910	140,000	1,075,910	834,025	(241,885)
Other Fees	1,763,200	-	1,763,200	666,346	(1,096,854)
Fines and Forfeitures	2,632,900	-	2,632,900	1,918,626	(714,274)
Investment Income	3,953,811	950,000	4,903,811	4,885,918	(17,893)
Sale of Assets	21,000	-	21,000	22,335	1,335
Contributions	-	17,000	17,000	3,470	(13,530)
Miscellaneous Revenue	2,620,600	125,100	2,745,700	2,277,675	(468,025)
Transfers	113,678	-	113,678	29,157	(84,521)
Total Fund: 10000	168,971,486	1,622,100	170,593,586	151,111,067	(19,482,519)
Fund: 10200-Juv Prob Fees					
Other Fees	30,000	-	30,000	5,243	(24,757)
Investment Income	500	-	500	2,034	1,534
Total Fund: 10200	30,500	-	30,500	7,277	(23,223)
Fund: 10300-Unclaimed Juvenile Restitution					
Fines and Forfeitures	-	-	-	8	8
Total Fund: 10300	-	-	-	8	8
Fund: 10350-Sheriff Special Response Team					
Investment Income	200	-	200	1,600	1,400
Total Fund: 10350	200	-	200	1,600	1,400
Fund: 10400-Env Health-Retail Food Permits					
Licenses and Permits	110,000	3,000	113,000	97,870	(15,130)
Transfers	115,000	-	115,000	115,000	-
Total Fund: 10400	225,000	3,000	228,000	212,870	(15,130)
Fund: 10500-District Clerk Contingency					
Other Fees	-	-	-	410	410
Investment Income	15,000	-	15,000	57,685	42,685
Total Fund: 10500	15,000	-	15,000	58,096	43,096
Fund: 10600-Fire Training Field					
Investment Income	200	-	200	1,192	992
Total Fund: 10600	200	-	200	1,192	992
Fund: 10700-Parks Special Events					
Investment Income	1,000	-	1,000	2,936	1,936
Contributions	5,000	-	5,000	1,978	(3,022)
Total Fund: 10700	6,000	-	6,000	4,914	(1,086)



Aggregate Revenue for Year 2024

10/01/2023 thru 07/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 10710-Parks SFA Special Projects					
Other Fees	1,800	-	1,800	1,144	(656)
Miscellaneous Revenue	-	-	-	-	-
Total Fund: 10710	1,800	-	1,800	1,145	(655)
Fund: 10850-CPS-Donations					
Investment Income	300	-	300	2,583	2,283
Contributions	3,000	-	3,000	10,056	7,056
Total Fund: 10850	3,300	-	3,300	12,639	9,339
Fund: 20000-Road and Bridge Non-Construct					
Tax Revenue	41,449,704	-	41,449,704	40,212,748	(1,236,956)
Penalty and Interest	200,000	-	200,000	234,243	34,243
Grant Revenue	-	-	-	84,067	84,067
Shared Revenue	-	-	-	2,467,980	2,467,980
Fees of Office	-	-	-	27,990	27,990
Road and Bridge Fees	-	-	-	773,618	773,618
Other Fees	-	-	-	95	95
Investment Income	-	-	-	1,458,193	1,458,193
Sale of Assets	-	-	-	439,820	439,820
Contributions	-	2,145,044	2,145,044	2,145,044	-
Miscellaneous Revenue	-	-	-	588,352	588,352
Total Fund: 20000	41,649,704	2,145,044	43,794,748	48,432,151	4,637,403
Fund: 39800-Law Library					
Legislative Fees	190,000	-	190,000	174,449	(15,551)
Investment Income	10,000	1,700	11,700	29,283	17,583
Miscellaneous Revenue	12,000	-	12,000	10,580	(1,420)
Transfers	70,000	-	70,000	70,000	-
Total Fund: 39800	282,000	1,700	283,700	284,311	611
Fund: 39900-Mosquito Control District					
Tax Revenue	2,041,188	-	2,041,188	1,981,680	(59,508)
Penalty and Interest	12,500	-	12,500	12,215	(285)
Fees of Office	-	-	-	(1)	(1)
Investment Income	35,000	-	35,000	93,545	58,545
Sale of Assets	500	-	500	2,914	2,414
Total Fund: 39900	2,089,188	-	2,089,188	2,090,354	1,166
Fund: 41000-2016 Limited Tax Rfd (2006 CO)					
Tax Revenue	1,122,653	-	1,122,653	1,089,555	(33,098)
Penalty and Interest	1,000	-	1,000	6,595	5,595
Investment Income	-	-	-	79,053	79,053
Total Fund: 41000	1,123,653	-	1,123,653	1,175,203	51,550
Fund: 42000-2021 Gen Oblig Rfd (2012 CO)					
Tax Revenue	2,041,188	-	2,041,188	1,981,918	(59,270)
Penalty and Interest	500	-	500	12,213	11,713
Investment Income	6,500	-	6,500	19,192	12,692
Total Fund: 42000	2,048,188	-	2,048,188	2,013,323	(34,865)



Aggregate Revenue for Year 2024

10/01/2023 thru 07/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Actuals	Variance
Fund: 42100-2018 Cert of Oblig-I,S					
Tax Revenue	671,041	-	671,041	652,704	(18,337)
Penalty and Interest	500	-	500	4,604	4,104
Investment Income	12,000	-	12,000	47,486	35,486
Total Fund: 42100	683,541	-	683,541	704,795	21,254
Fund: 42200-2021 CO-Courthouse Campus I,S					
Tax Revenue	2,610,169	-	2,610,169	2,532,636	(77,533)
Penalty and Interest	1,000	-	1,000	14,339	13,339
Investment Income	110,000	-	110,000	289,036	179,036
Total Fund: 42200	2,721,169	-	2,721,169	2,836,012	114,843
Fund: 44000-Toll Road-SH288-I&S					
Tax Revenue	-	-	-	1,091	1,091
Penalty and Interest	-	-	-	751	751
Total Fund: 44000	-	-	-	1,842	1,842
Fund: 45000-Road Bonds-Mobility-I,S					
Tax Revenue	3,533,806	-	3,533,806	3,430,198	(103,608)
Penalty and Interest	1,000	-	1,000	21,390	20,390
Investment Income	55,000	-	55,000	260,842	205,842
Total Fund: 45000	3,589,806	-	3,589,806	3,712,430	122,624
Fund: 60500-Airport Operating					
Fees of Office	-	-	-	(3)	(3)
Miscellaneous Revenue	-	-	-	1	1
Enterprise Revenue	3,346,971	1,255,000	4,601,971	3,464,873	(1,137,098)
Total Fund: 60500	3,346,971	1,255,000	4,601,971	3,464,871	(1,137,100)
Report Total	226,787,706	5,026,844	231,814,550	216,126,101	(15,688,449)



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Fund: 10000-General Fund							
10000 County Judge							
Salaries & Benefits	780,588	-	780,588	(92,826)	(640,581)	47,181	94%
Operating Expenditures	55,000	-	55,000	(2,927)	(27,123)	24,950	55%
	835,588	-	835,588	(95,753)	(667,704)	72,131	91%
10100 Comm. South Service Center							
Salaries & Benefits	462,230	-	462,230	(53,012)	(372,350)	36,868	92%
Operating Expenditures	9,525	-	9,525	(213)	(6,366)	2,946	69%
	471,755	-	471,755	(53,225)	(378,716)	39,814	92%
10200 Comm. Central Service Center							
Salaries & Benefits	462,922	6,000	468,922	(53,079)	(391,221)	24,622	95%
Operating Expenditures	11,300	-	11,300	-	(2,823)	8,477	25%
	474,222	6,000	480,222	(53,079)	(394,044)	33,099	93%
10300 Comm. North Service Center							
Salaries & Benefits	460,183	-	460,183	(52,476)	(363,309)	44,398	90%
Operating Expenditures	13,518	-	13,518	(239)	(7,469)	5,810	57%
	473,701	-	473,701	(52,715)	(370,777)	50,209	89%
10400 Comm. West Service Center							
Salaries & Benefits	487,479	6,500	493,979	(57,049)	(400,284)	36,647	93%
Operating Expenditures	26,800	-	26,800	(383)	(10,011)	16,407	39%
	514,279	6,500	520,779	(57,431)	(410,295)	53,053	90%
11000 Records Management & Comm							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
12000 County Clerk							
Salaries & Benefits	3,032,335	-	3,032,335	(337,170)	(2,469,520)	225,645	93%
Operating Expenditures	69,200	-	69,200	(4,347)	(44,570)	20,282	71%
	3,101,535	-	3,101,535	(341,518)	(2,514,090)	245,928	92%
12030 County Clerk-Courthouse							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
12040 County Clerk-East Annex							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
12110 County Clerk-Manvel							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
12120 County Clerk-Pearland							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
13000 Veteran's Service							
Salaries & Benefits	264,925	-	264,925	(31,199)	(203,263)	30,464	89%
Operating Expenditures	9,925	-	9,925	(1,020)	(2,028)	6,877	31%
	274,850	-	274,850	(32,219)	(205,291)	37,341	86%
14000 Emergency Management							
Salaries & Benefits	453,593	5,800	459,393	(53,992)	(369,717)	35,683	92%
Operating Expenditures	55,600	-	55,600	(5,682)	(21,974)	27,944	50%
	509,193	5,800	514,993	(59,674)	(391,691)	63,627	88%
14900 Non-Departmental							
Operating Expenditures	7,150,856	(127,273)	7,023,583	(125,234)	(6,738,237)	160,112	98%
Capital	-	-	-	230,204	(231,204)	(1,000)	0%



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Transfers	-	-	-	-	-	-	0%
	7,150,856	(127,273)	7,023,583	104,969	(6,969,441)	159,112	98%
15001 County Court at Law 1							
Salaries & Benefits	474,371	5,300	479,671	(59,000)	(400,673)	19,999	96%
Operating Expenditures	284,700	-	284,700	(1,435)	(199,866)	83,399	71%
	759,071	5,300	764,371	(60,435)	(600,539)	103,397	86%
15002 County Court at Law 2							
Salaries & Benefits	475,547	3,400	478,947	(58,869)	(400,083)	19,995	96%
Operating Expenditures	192,600	160,000	352,600	781	(270,292)	83,089	76%
	668,147	163,400	831,547	(58,088)	(670,375)	103,084	88%
15003 County Court at Law 3							
Salaries & Benefits	516,002	-	516,002	(65,064)	(417,092)	33,847	93%
Operating Expenditures	308,059	-	308,059	(1,926)	(213,558)	92,575	70%
	824,061	-	824,061	(66,989)	(630,651)	126,422	85%
15004 County Court at Law 4							
Salaries & Benefits	521,364	5,600	526,964	(65,064)	(440,286)	21,615	96%
Operating Expenditures	304,900	60,000	364,900	(2,258)	(266,626)	96,016	74%
	826,264	65,600	891,864	(67,322)	(706,912)	117,630	87%
15900 Probate Court Investigations							
Salaries & Benefits	190,578	3,000	193,578	(22,060)	(161,445)	10,072	95%
Operating Expenditures	4,612	-	4,612	(491)	(2,280)	1,841	60%
	195,190	3,000	198,190	(22,552)	(163,725)	11,913	94%
16000 District Courts							
Salaries & Benefits	784,609	83,000	867,609	(110,278)	(709,089)	48,242	94%
Operating Expenditures	217,805	-	217,805	(4,681)	(115,329)	97,794	55%
	1,002,414	83,000	1,085,414	(114,960)	(824,418)	146,037	87%
16023 District Court-23rd							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
16149 District Court-149th							
Salaries & Benefits	303,277	-	303,277	(35,843)	(246,393)	21,041	93%
Operating Expenditures	654,500	-	654,500	-	(570,408)	84,092	87%
	957,777	-	957,777	(35,843)	(816,801)	105,133	89%
16239 District Court-239th							
Salaries & Benefits	306,656	-	306,656	(35,843)	(248,171)	22,642	93%
Operating Expenditures	565,000	300,000	865,000	-	(678,197)	186,804	78%
	871,656	300,000	1,171,656	(35,843)	(926,367)	209,446	82%
16300 District Court-300th							
Salaries & Benefits	305,701	5,000	310,701	(35,843)	(259,350)	15,507	95%
Operating Expenditures	610,000	50,000	660,000	-	(514,406)	145,594	78%
Transfers	450,000	-	450,000	-	(197,809)	252,191	44%
	1,365,701	55,000	1,420,701	(35,843)	(971,566)	413,292	71%
16412 District Court-412th							
Salaries & Benefits	304,748	4,300	309,048	(35,843)	(257,984)	15,221	95%
Operating Expenditures	560,000	930,000	1,490,000	-	(1,070,391)	419,609	72%
	864,748	934,300	1,799,048	(35,843)	(1,328,375)	434,830	76%
16461 District Court-461st							
Salaries & Benefits	302,322	-	302,322	(35,843)	(243,765)	22,713	92%
Operating Expenditures	365,000	-	365,000	-	(319,317)	45,683	87%
	667,322	-	667,322	(35,843)	(563,082)	68,396	90%



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
17000 District Clerk							
Salaries & Benefits	3,209,266	-	3,209,266	(351,827)	(2,504,089)	353,350	89%
Operating Expenditures	77,200	-	77,200	(13,253)	(28,671)	35,276	54%
	3,286,466	-	3,286,466	(365,079)	(2,532,760)	388,626	88%
18000 Justice of the Peace							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
18110 Justice of the Peace 1,1							
Salaries & Benefits	582,481	9,300	591,781	(63,953)	(494,238)	33,590	94%
Operating Expenditures	20,683	-	20,683	(710)	(9,799)	10,174	51%
	603,164	9,300	612,464	(64,662)	(504,038)	43,764	93%
18120 Justice of the Peace 1,2							
Salaries & Benefits	596,113	-	596,113	(68,016)	(490,740)	37,357	94%
Operating Expenditures	26,600	65,700	92,300	(9,826)	(66,057)	16,417	82%
	622,713	65,700	688,413	(77,842)	(556,797)	53,774	92%
18210 Justice of the Peace 2,1							
Salaries & Benefits	578,538	-	578,538	(63,498)	(469,931)	45,109	92%
Operating Expenditures	14,820	-	14,820	(362)	(9,578)	4,880	67%
	593,358	-	593,358	(63,860)	(479,509)	49,989	92%
18220 Justice of the Peace 2,2							
Salaries & Benefits	586,771	5,800	592,571	(64,938)	(493,778)	33,855	94%
Operating Expenditures	22,700	-	22,700	(2,246)	(3,421)	17,033	25%
	609,471	5,800	615,271	(67,184)	(497,198)	50,888	92%
18310 Justice of the Peace 3,1							
Salaries & Benefits	525,690	7,300	532,990	(57,259)	(435,308)	40,424	92%
Operating Expenditures	17,900	-	17,900	(3,177)	(5,935)	8,788	51%
	543,590	7,300	550,890	(60,436)	(441,242)	49,212	91%
18320 Justice of the Peace 3,2							
Salaries & Benefits	504,944	-	504,944	(54,498)	(410,722)	39,724	92%
Operating Expenditures	17,900	-	17,900	(3,104)	(4,358)	10,438	42%
	522,844	-	522,844	(57,602)	(415,080)	50,162	90%
18410 Justice of the Peace 4,1							
Salaries & Benefits	580,193	9,600	589,793	(63,616)	(492,929)	33,247	94%
Operating Expenditures	17,550	-	17,550	(1,384)	(10,409)	5,757	67%
	597,743	9,600	607,343	(65,001)	(503,338)	39,004	94%
18420 Justice of the Peace 4,2							
Salaries & Benefits	667,810	7,000	674,810	(73,202)	(563,005)	38,603	94%
Operating Expenditures	49,400	-	49,400	(17,440)	(20,256)	11,703	76%
	717,210	7,000	724,210	(90,642)	(583,262)	50,306	93%
19000 Judicial Miscellaneous							
Salaries & Benefits	565,924	-	565,924	(25,193)	(231,954)	308,777	45%
Operating Expenditures	2,157,911	-	2,157,911	(199,601)	(1,512,966)	445,344	79%
Transfers	50,000	-	50,000	-	(239,999)	(189,999)	480%
	2,773,835	-	2,773,835	(224,794)	(1,984,919)	564,122	80%
19001 Drug Court							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
19002 DWI Court							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
19003 Mental Health Court							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
19004 Veterans Court							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
19100 Indigent Defense							
Salaries & Benefits	242,395	4,800	247,195	(27,084)	(206,640)	13,470	95%
Operating Expenditures	6,171	-	6,171	(940)	(4,464)	768	88%
	248,566	4,800	253,366	(28,024)	(211,104)	14,238	94%
19200 Bail Bond Board							
Salaries & Benefits	147,108	-	147,108	(15,729)	(113,642)	17,738	88%
Operating Expenditures	5,500	-	5,500	(874)	(1,644)	2,982	46%
	152,608	-	152,608	(16,602)	(115,286)	20,720	86%
19300 District Attorney							
Salaries & Benefits	9,821,301	192,000	10,013,301	(1,167,310)	(8,278,495)	567,496	94%
Operating Expenditures	192,150	(1,661)	190,489	(16,213)	(146,519)	27,757	85%
Capital	213,000	-	213,000	(60,169)	(55,011)	97,820	54%
Transfers	364,000	-	364,000	-	(200,255)	163,745	55%
	10,590,451	190,339	10,780,790	(1,243,692)	(8,680,280)	856,818	92%
19400 Child Support							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
19900 Law Library							
Transfers	70,000	-	70,000	-	(70,000)	-	100%
	70,000	-	70,000	-	(70,000)	-	100%
20100 County Auditor							
Salaries & Benefits	2,107,685	16,000	2,123,685	(253,199)	(1,777,932)	92,554	96%
Operating Expenditures	19,600	-	19,600	(4,075)	(5,866)	9,659	51%
	2,127,285	16,000	2,143,285	(257,274)	(1,783,798)	102,213	95%
20200 Purchasing							
Salaries & Benefits	807,253	3,000	810,253	(95,356)	(678,605)	36,292	96%
Operating Expenditures	40,250	-	40,250	(11,712)	(15,543)	12,995	68%
	847,503	3,000	850,503	(107,068)	(694,148)	49,287	94%
20300 County Treasurer							
Salaries & Benefits	397,431	4,500	401,931	(46,706)	(339,089)	16,136	96%
Operating Expenditures	230,650	-	230,650	(11,810)	(115,541)	103,299	55%
	628,081	4,500	632,581	(58,516)	(454,630)	119,435	81%
20400 Human Resources							
Salaries & Benefits	1,067,573	-	1,067,573	(124,269)	(801,636)	141,668	87%
Operating Expenditures	175,050	-	175,050	(53,710)	(53,238)	68,102	61%
	1,242,623	-	1,242,623	(177,979)	(854,874)	209,770	83%
21000 Tax Assessor-Collector							
Salaries & Benefits	4,214,995	-	4,214,995	(482,310)	(3,399,354)	333,332	92%
Operating Expenditures	188,100	-	188,100	(56,607)	(104,405)	27,087	86%
	4,403,095	-	4,403,095	(538,917)	(3,503,759)	360,419	92%
21010 Tax-Alvin							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
21050 Tax-W Annex							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
21100 Tax-Lake Jackson							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
21110 Tax-Manvel							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
21120 Tax-Pearland							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
21130 Tax-Pearland East							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
21150 Tax-Sweeny							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
21160 Tax-W Columbia							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
22000 Information Systems							
Salaries & Benefits	3,768,304	-	3,768,304	(457,613)	(3,111,685)	199,006	95%
Operating Expenditures	7,472,716	285,110	7,757,826	(588,725)	(6,290,134)	878,968	89%
Capital	489,200	43,795	532,995	(175,886)	(261,883)	95,227	82%
	11,730,220	328,905	12,059,125	(1,222,224)	(9,663,701)	1,173,200	90%
23000 Appraisal District Assessment							
Operating Expenditures	937,150	-	937,150	-	(967,765)	(30,615)	103%
	937,150	-	937,150	-	(967,765)	(30,615)	103%
24000 Elections							
Salaries & Benefits	835,845	-	835,845	-	(831,269)	4,576	99%
Operating Expenditures	435,850	-	435,850	(34,155)	(308,385)	93,309	79%
	1,271,695	-	1,271,695	(34,155)	(1,139,654)	97,886	92%
25000 Facilities Management							
Salaries & Benefits	2,396,839	-	2,396,839	(270,584)	(1,943,244)	183,011	92%
Operating Expenditures	2,279,900	57,493	2,337,393	(303,183)	(1,848,207)	186,004	92%
Capital	577,500	-	577,500	(137,962)	(245,006)	194,532	66%
	5,254,239	57,493	5,311,732	(711,729)	(4,036,456)	563,547	89%
26000 Property Insurance							
Operating Expenditures	2,600,000	-	2,600,000	-	(2,556,660)	43,340	98%
	2,600,000	-	2,600,000	-	(2,556,660)	43,340	98%
30000 County Sheriff							
Salaries & Benefits	22,368,189	-	22,368,189	(2,904,734)	(18,560,567)	902,888	96%
Operating Expenditures	3,130,000	-	3,130,000	(230,195)	(2,416,657)	483,148	85%
Capital	1,865,076	14,338	1,879,414	49,386	(1,058,072)	870,728	54%
Transfers	-	-	-	-	(36,820)	(36,820)	0%
	27,363,265	14,338	27,377,603	(3,085,543)	(22,072,116)	2,219,944	92%
30100 Animal Control							
Salaries & Benefits	574,787	52,500	627,287	(39,197)	(521,683)	66,406	89%
Operating Expenditures	55,000	-	55,000	(17,567)	(23,160)	14,273	74%



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Capital	-	-	-	-	-	-	0%
31000 Tx Dept of Public Safety (DPS)	629,787	52,500	682,287	(56,765)	(544,843)	80,679	88%
Salaries & Benefits	260,433	-	260,433	(31,433)	(158,436)	70,564	73%
Operating Expenditures	3,900	-	3,900	-	-	3,900	0%
	264,333	-	264,333	(31,433)	(158,436)	74,464	72%
32100 Constable-Precinct 1							
Salaries & Benefits	999,354	205,000	1,204,354	(123,649)	(965,173)	115,531	90%
Operating Expenditures	215,850	(11,632)	204,218	(89,441)	(65,046)	49,731	76%
Capital	103,150	-	103,150	-	(99,090)	4,060	96%
	1,318,354	193,368	1,511,722	(213,090)	(1,129,309)	169,323	89%
32200 Constable-Precinct 2							
Salaries & Benefits	1,003,257	83,000	1,086,257	(114,616)	(881,480)	90,161	92%
Operating Expenditures	151,700	(7,210)	144,490	(47,330)	(86,988)	10,172	93%
Capital	107,000	-	107,000	(47,135)	(59,139)	726	99%
	1,261,957	75,790	1,337,747	(209,080)	(1,027,607)	101,060	92%
32300 Constable-Precinct 3							
Salaries & Benefits	1,085,826	23,000	1,108,826	(123,811)	(947,739)	37,276	97%
Operating Expenditures	268,335	(23,740)	244,595	(29,810)	(140,105)	74,680	69%
Capital	163,000	-	163,000	(77,623)	(48,503)	36,874	77%
	1,517,161	(740)	1,516,421	(231,244)	(1,136,347)	148,830	90%
32400 Constable-Precinct 4							
Salaries & Benefits	1,686,341	52,826	1,739,167	(236,169)	(1,435,144)	67,854	96%
Operating Expenditures	123,950	7,289	131,239	(10,700)	(109,746)	10,793	92%
Capital	100,000	62,065	162,065	(50,195)	(111,624)	246	100%
	1,910,291	122,180	2,032,471	(297,064)	(1,656,514)	78,893	96%
33000 Intensive CommunityServiceProg							
Salaries & Benefits	123,471	-	123,471	-	(47,616)	75,856	39%
Operating Expenditures	64,550	-	64,550	(3,849)	(23,075)	37,626	42%
	188,021	-	188,021	(3,849)	(70,691)	113,482	40%
34000 Ambulance EMS							
Operating Expenditures	96,000	-	96,000	-	(96,000)	-	100%
	96,000	-	96,000	-	(96,000)	-	100%
34100 Fire Protection							
Salaries & Benefits	57,331	6,200	63,531	(6,650)	(51,103)	5,778	91%
Operating Expenditures	566,000	-	566,000	-	(546,799)	19,201	97%
	623,331	6,200	629,531	(6,650)	(597,902)	24,979	96%
34200 Fire Marshal							
Salaries & Benefits	-	-	-	34,675	-	34,675	0%
Transfers	610,000	-	610,000	-	(610,000)	-	100%
	610,000	-	610,000	34,675	(610,000)	34,675	94%
35000 Detention Center							
Salaries & Benefits	14,793,863	-	14,793,863	(1,959,776)	(13,919,106)	(1,085,019)	107%
Operating Expenditures	8,745,400	-	8,745,400	(348,722)	(7,692,389)	704,289	92%
Capital	100,000	-	100,000	118,966	(214,364)	4,601	95%
	23,639,263	-	23,639,263	(2,189,532)	(21,825,860)	(376,128)	102%
36000 Juvenile Probation							
Salaries & Benefits	8,385,435	-	8,385,435	(1,058,738)	(6,619,786)	706,911	92%
Operating Expenditures	1,548,897	-	1,548,897	(306,006)	(856,919)	385,971	75%
Capital	18,000	-	18,000	4,909	(21,609)	1,300	93%



Budget to Actuals for Year 2024

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Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
Transfers	450,000	-	450,000	-	-	450,000	0%
	10,402,332	-	10,402,332	(1,359,835)	(7,498,315)	1,544,183	85%
40000 Adult Probation							
Operating Expenditures	731,326	-	731,326	(10,242)	(163,996)	557,087	24%
Transfers	92,000	-	92,000	-	(92,000)	-	100%
	823,326	-	823,326	(10,242)	(255,996)	557,087	32%
45000 Health							
Salaries & Benefits	1,348,464	(30,000)	1,318,464	(72,629)	(846,627)	399,208	70%
Operating Expenditures	98,725	30,000	128,725	(5,684)	(72,830)	50,211	61%
Transfers	10,000	-	10,000	-	2,979	12,979	(30%)
	1,457,189	-	1,457,189	(78,313)	(916,478)	462,398	68%
45050 CRI-HAZ							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
45100 WIC							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
45200 Indigent Health Care							
Salaries & Benefits	195,351	-	195,351	(21,172)	(135,944)	38,235	80%
Operating Expenditures	2,442,145	(789,900)	1,652,245	(26,219)	(711,184)	914,842	45%
	2,637,496	(789,900)	1,847,596	(47,391)	(847,128)	953,077	48%
45300 Water Lab							
Salaries & Benefits	228,203	1,200	229,403	(25,634)	(193,186)	10,583	95%
Operating Expenditures	54,450	-	54,450	(1,680)	(31,093)	21,676	60%
	282,653	1,200	283,853	(27,315)	(224,279)	32,259	89%
46000 Children Protective Services							
Operating Expenditures	96,948	-	96,948	(45,560)	(18,849)	32,539	66%
Transfers	20,000	-	20,000	-	(20,202)	(202)	101%
	116,948	-	116,948	(45,560)	(39,051)	32,337	72%
47000 Environmental Health							
Salaries & Benefits	1,360,130	-	1,360,130	(140,980)	(1,128,638)	90,511	93%
Operating Expenditures	87,385	-	87,385	(7,305)	(25,100)	54,980	37%
Transfers	115,000	-	115,000	-	(118,327)	(3,327)	103%
	1,562,515	-	1,562,515	(148,285)	(1,272,066)	142,164	91%
49000 County Welfare							
Salaries & Benefits	57,626	18,800	76,426	(6,599)	(62,803)	7,024	91%
Operating Expenditures	13,400	-	13,400	(566)	(1,969)	10,866	19%
	71,026	18,800	89,826	(7,164)	(64,772)	17,890	80%
50000 Mental Health							
Operating Expenditures	268,800	-	268,800	-	(332,800)	(64,000)	124%
	268,800	-	268,800	-	(332,800)	(64,000)	124%
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 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
55000 Library Administration							
Salaries & Benefits	6,751,740	-	6,751,740	(793,200)	(5,609,804)	348,736	95%
Operating Expenditures	1,637,020	-	1,637,020	(300,271)	(1,296,429)	40,320	98%
	8,388,760	-	8,388,760	(1,093,471)	(6,906,233)	389,056	95%
55010 Library - Alvin							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55020 Library - Angleton							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55050 Library - Angleton W Annex							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55060 Library - Brazoria							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55070 Library - Clute							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55080 Library - Danbury							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55090 Library - Freeport							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55100 Library - Lake Jackson							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55110 Library - Manvel							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55120 Library - Pearland							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55140 Library - Pearland West							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55150 Library -Sweeny							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
55160 Library - West Columbia							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
56000 Parks							
Salaries & Benefits	3,862,293	-	3,862,293	(448,854)	(3,054,502)	358,936	91%
Operating Expenditures	1,108,200	-	1,108,200	(296,088)	(686,100)	126,012	89%
Capital	765,450	-	765,450	28,107	(548,654)	244,903	68%
Transfers	-	-	-	-	(3,353)	(3,353)	0%
	5,735,943	-	5,735,943	(716,836)	(4,292,609)	726,498	87%



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
56020 Parks-SFA Munson Historical							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
56030 Parks-Hanson							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
56040 Parks-Boat Ramps							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
56050 Parks-Inland							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
56060 Parks-Beaches							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
56170 Parks-Camp Mohawk							
Operating Expenditures	6,000	-	6,000	-	-	6,000	0%
Capital	-	-	-	79,953	(79,953)	-	0%
	6,000	-	6,000	79,953	(79,953)	6,000	0%
56180 Parks-Quintana							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
56190 Parks-San Luis Pass							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%
57000 Fairgrounds							
Salaries & Benefits	107,789	-	107,789	(10,008)	(72,965)	24,816	77%
Operating Expenditures	251,000	-	251,000	(24,142)	(155,133)	71,725	71%
	358,789	-	358,789	(34,150)	(228,098)	96,541	73%
58000 Museum							
Salaries & Benefits	622,396	-	622,396	(75,744)	(427,517)	119,135	81%
Operating Expenditures	24,550	-	24,550	(2,630)	(8,830)	13,090	47%
Capital	-	-	-	44,233	(44,233)	-	0%
	646,946	-	646,946	(34,141)	(480,580)	132,225	80%
60000 Agriculture Extension							
Salaries & Benefits	527,617	-	527,617	(60,917)	(416,462)	50,237	90%
Operating Expenditures	56,055	-	56,055	(4,330)	(38,783)	12,943	77%
	583,672	-	583,672	(65,247)	(455,245)	63,179	89%
65000 Flood Plain Administrator							
Salaries & Benefits	312,099	-	312,099	(34,969)	(255,928)	21,202	93%
Operating Expenditures	10,992	-	10,992	530	(7,463)	4,059	63%
	323,091	-	323,091	(34,440)	(263,391)	25,261	92%
Total Fund: 10000	168,971,486	1,904,100	170,875,586	(16,655,501)	(138,919,734)	15,300,351	91%
Fund: 10100-General Fund - Construction							
56000 Parks							
Operating Expenditures	-	-	-	2,259	(2,259)	-	0%
	-	-	-	2,259	(2,259)	-	0%
Total Fund: 10100	-	-	-	2,259	(2,259)	-	0%
Fund: 10200-Juv Prob Fees							



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
36000 Juvenile Probation							
Operating Expenditures	16,200	-	16,200	(3,268)	(10,403)	2,528	84%
Capital	-	-	-	14,685	(14,685)	-	0%
	16,200	-	16,200	11,417	(25,088)	2,528	84%
Total Fund: 10200	16,200	-	16,200	11,417	(25,088)	2,528	84%
Fund: 10350-Sheriff Special Response Team							
30000 County Sheriff							
Operating Expenditures	10,000	-	10,000	(6,923)	(1,221)	1,856	81%
	10,000	-	10,000	(6,923)	(1,221)	1,856	81%
Total Fund: 10350	10,000	-	10,000	(6,923)	(1,221)	1,856	81%
Fund: 10400-Env Health-Retail Food Permits							
47000 Environmental Health							
Salaries & Benefits	209,496	3,000	212,496	(20,990)	(176,417)	15,089	93%
	209,496	3,000	212,496	(20,990)	(176,417)	15,089	93%
Total Fund: 10400	209,496	3,000	212,496	(20,990)	(176,417)	15,089	93%
Fund: 10600-Fire Training Field							
34100 Fire Protection							
Operating Expenditures	2,000	-	2,000	-	(536)	1,464	27%
	2,000	-	2,000	-	(536)	1,464	27%
Total Fund: 10600	2,000	-	2,000	-	(536)	1,464	27%
Fund: 10700-Parks Special Events							
56000 Parks							
Operating Expenditures	-	20,000	20,000	(289)	(1,941)	17,771	11%
Capital	-	-	-	127,707	(127,707)	-	0%
	-	20,000	20,000	127,419	(129,648)	17,771	11%
Total Fund: 10700	-	20,000	20,000	127,419	(129,648)	17,771	11%
Fund: 10710-Parks SFA Special Projects							
56020 Parks-SFA Munson Historical							
Operating Expenditures	2,000	-	2,000	-	-	2,000	0%
	2,000	-	2,000	-	-	2,000	0%
Total Fund: 10710	2,000	-	2,000	-	-	2,000	0%
Fund: 10850-CPS-Donations							
46000 Children Protective Services							
Operating Expenditures	14,300	-	14,300	(954)	(4,996)	8,350	42%
	14,300	-	14,300	(954)	(4,996)	8,350	42%
Total Fund: 10850	14,300	-	14,300	(954)	(4,996)	8,350	42%
Fund: 20000-Road and Bridge Non-Construct							
22000 Information Systems							
Operating Expenditures	61,500	(16,000)	45,500	(2,571)	(16,613)	26,316	42%
Capital	-	16,000	16,000	-	(12,962)	3,038	81%
	61,500	-	61,500	(2,571)	(29,576)	29,353	52%
70000 Road and Bridge							
Operating Expenditures	-	-	-	-	-	-	0%
	-	-	-	-	-	-	0%



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
71000 RB South Service Center							
Salaries & Benefits	3,594,194	(340,000)	3,254,194	(433,720)	(2,677,046)	143,427	96%
Operating Expenditures	2,160,000	196,962	2,356,962	(486,371)	(1,488,789)	381,802	84%
Capital	600,000	14,867	614,868	(33,535)	(585,268)	(3,935)	101%
	6,354,194	(128,170)	6,226,024	(953,625)	(4,751,104)	521,295	92%
72000 RB Central Service Center							
Salaries & Benefits	3,546,563	(340,000)	3,206,563	(438,836)	(2,386,267)	381,460	88%
Operating Expenditures	2,160,000	(286,304)	1,873,696	(337,418)	(1,125,992)	410,286	78%
Capital	600,000	12,112	612,112	(394,998)	(217,114)	-	100%
	6,306,563	(614,192)	5,692,371	(1,171,252)	(3,729,373)	791,746	86%
73000 RB North Service Center							
Salaries & Benefits	3,409,977	(80,000)	3,329,977	(440,671)	(2,449,919)	439,387	87%
Operating Expenditures	2,178,000	119,314	2,297,314	(501,295)	(1,337,347)	458,672	80%
Capital	582,000	7,510	589,510	(225,228)	(361,391)	2,891	100%
	6,169,977	46,824	6,216,801	(1,167,193)	(4,148,657)	900,950	86%
74000 RB West Service Center							
Salaries & Benefits	3,680,871	(440,000)	3,240,871	(452,699)	(2,536,237)	251,935	92%
Operating Expenditures	2,160,000	143,318	2,303,318	(469,150)	(1,411,925)	422,242	82%
Capital	600,000	2,163,397	2,763,397	(563,330)	(2,150,414)	49,653	98%
	6,440,871	1,866,715	8,307,586	(1,485,179)	(6,098,576)	723,830	91%
75000 Engineer's Office							
Salaries & Benefits	2,267,503	-	2,267,503	(290,811)	(1,682,963)	293,729	87%
Operating Expenditures	1,158,500	1,275,681	2,434,181	(105,709)	(1,845,869)	482,603	80%
Capital	-	277,483	277,483	(55,150)	(194,274)	28,059	90%
Transfers	1,733,100	-	1,733,100	-	(49,866)	1,683,234	3%
	5,159,103	1,553,164	6,712,266	(451,670)	(3,772,972)	2,487,624	63%
Total Fund: 20000	30,492,207	2,724,340	33,216,547	(5,231,491)	(22,530,258)	5,454,798	84%
Fund: 20500-Road and Bridge Construction							
71000 RB South Service Center							
Salaries & Benefits	-	340,000	340,000	-	(166,240)	173,760	49%
Operating Expenditures	1,500,000	-	1,500,000	(491,940)	(597,963)	410,097	73%
	1,500,000	340,000	1,840,000	(491,940)	(764,203)	583,857	68%
72000 RB Central Service Center							
Salaries & Benefits	-	340,000	340,000	-	(250,304)	89,696	74%
Operating Expenditures	1,500,000	425,704	1,925,704	(83,302)	(1,293,726)	548,676	72%
	1,500,000	765,704	2,265,704	(83,302)	(1,544,030)	638,372	72%
73000 RB North Service Center							
Salaries & Benefits	-	80,000	80,000	-	(30,614)	49,386	38%
Operating Expenditures	1,500,000	-	1,500,000	(245,611)	(64,198)	1,190,191	21%
	1,500,000	80,000	1,580,000	(245,611)	(94,812)	1,239,577	22%
74000 RB West Service Center							
Salaries & Benefits	-	440,000	440,000	-	(311,732)	128,268	71%
Operating Expenditures	1,500,000	70,000	1,570,000	(86,788)	(1,459,693)	23,519	99%
	1,500,000	510,000	2,010,000	(86,788)	(1,771,425)	151,786	92%
75000 Engineer's Office							
Operating Expenditures	1,250,000	(1,028,249)	221,751	165,991	(256,503)	131,239	41%
Capital	7,225,000	(1,246,751)	5,978,249	(2,597,491)	(2,610,105)	770,653	87%
	8,475,000	(2,275,000)	6,200,000	(2,431,500)	(2,866,608)	901,892	85%
Total Fund: 20500	14,475,000	(579,296)	13,895,704	(3,339,142)	(7,041,079)	3,515,483	75%
Fund: 39800-Law Library							



Budget to Actuals for Year 2024

10/1/2023 thru 7/31/2024

Account Category	Original Budget	Adjustments	Total Budget	Encumbrances	Expenses	Remaining	% Used
19900 Law Library							
Salaries & Benefits	84,218	1,700	85,918	(9,724)	(71,389)	4,804	94%
Operating Expenditures	393,800	-	393,800	(115,050)	(227,105)	51,645	87%
Capital	20,000	-	20,000	-	-	20,000	0%
	498,018	1,700	499,718	(124,774)	(298,495)	76,449	85%
22000 Information Systems							
Operating Expenditures	107,200	-	107,200	(75,486)	(91,126)	(59,411)	155%
	107,200	-	107,200	(75,486)	(91,126)	(59,411)	155%
Total Fund: 39800	605,218	1,700	606,918	(200,260)	(389,620)	17,038	97%
Fund: 39900-Mosquito Control District							
22000 Information Systems							
Operating Expenditures	17,000	-	17,000	-	(48)	16,952	0%
	17,000	-	17,000	-	(48)	16,952	0%
49900 Mosquito Control							
Salaries & Benefits	1,375,031	-	1,375,031	(167,861)	(1,048,085)	159,085	88%
Operating Expenditures	1,447,200	1,073,750	2,520,950	(64,816)	(1,442,239)	1,013,895	60%
Capital	53,000	-	53,000	-	(37,313)	15,687	70%
	2,875,231	1,073,750	3,948,981	(232,677)	(2,527,637)	1,188,667	70%
Total Fund: 39900	2,892,231	1,073,750	3,965,981	(232,677)	(2,527,685)	1,205,619	70%
Fund: 60500-Airport Operating							
22000 Information Systems							
Operating Expenditures	22,900	-	22,900	-	(9,058)	13,842	40%
	22,900	-	22,900	-	(9,058)	13,842	40%
90000 Airport							
Salaries & Benefits	1,194,819	55,000	1,249,819	(136,968)	(1,027,680)	85,171	93%
Operating Expenditures	2,368,000	1,100,000	3,468,000	(962,310)	(2,197,443)	308,247	91%
Capital	1,612,715	-	1,612,715	(9,485)	(34,299)	1,568,931	3%
Transfers	278,500	-	278,500	-	(4,135)	274,365	1%
	5,454,034	1,155,000	6,609,034	(1,108,763)	(3,263,557)	2,236,714	66%
Total Fund: 60500	5,476,934	1,155,000	6,631,934	(1,108,763)	(3,272,615)	2,250,556	66%
Report Total	223,167,072	6,302,594	229,469,666	(26,655,606)	(175,021,155)	27,792,904	88%



Balance Sheet for Year 2024

as of 7/31/2024

Note: Fund Balance is only adjusted at end of year; fund balance is as of 9/30/2023

Account	Fund Groups				
	General Funds	Road and Bridge	Law Library	Mosquito Control	Airport
Assets					
Cash in Bank	9,055,482	5,611,528	(43,669)	219,546	(2,122,431)
Cash on Hand	34,580	100	200		100
Investments	85,240,808	34,441,939	129,809	425,823	
Accounts Receivable	9,732,764	5,260,660	244	185,299	279,417
Inventory	23,372	606,731		588,136	116,601
Prepaid	3,374,593	10,079	(5)	(184)	4,739
Amt Provided/Gen LT Debt					2,440,158
Non-current Assets	26,014,589				
AR-BC Toll Road Authority	2,984,445				
Capital Assets					13,549,806
	136,460,633	45,931,037	86,579	1,418,620	14,268,389
Liabilities					
Accounts Payable - Other	(341,417)	(252,354)	(810)	(2,061)	(5,551)
AP-State of Texas Court Costs	(158,265)				
AP-State of Texas Other Liab	(44,640)	(671)	(35)	(2)	(21)
AP-Governmental Entities	(299)				
AP-Payroll Liabilities	(5,344,608)	(584,641)	(4,185)	(22,807)	(56,480)
AP Due to Others	(626,283)				
Tax Office Liabilities	(6,569,074)				
Due to Agency Groups	(10,766,927)	(9,570,043)		(183,207)	(60,987)
Non Current Liabilities					(918,989)
	(23,851,513)	(10,407,709)	(5,030)	(208,078)	(1,042,027)
Fund Equity					
Fund Balance	(4,681,300)	(16,661,270)	(177,373)	(1,648,037)	(10,997,769)
Unassigned Fund Balance	(95,611,256)				
	(100,292,556)	(16,661,270)	(177,373)	(1,648,037)	(10,997,769)

Note: The total receivable from Brazoria County Toll Road Authority is \$13,004,083.96. The current presentation of this report only includes the General Fund and Road & Bridge portions.



Statement of Changes in Fund Balance

as of 7/31/2024

Fund	06/30/2024	Month Ending Jul 31, 2024			07/31/2024
	Unaudited Fund Balance	Receipts	Disbursements	Transfers In/ (Out)	Unaudited Fund Balance
Fund 10000-General Fund	118,808,232	7,883,014	(15,296,251)	(11,078)	111,383,917
Fund 10100-General Fund - Construction	225,953	-	-	-	225,953
Fund 10200-Juv Prob Fees	18,372	215	(816)	-	17,771
Fund 10300-Unclaimed Juvenile Restitution	11,569	-	-	-	11,569
Fund 10350-Sheriff Special Response Team	18,536	174	-	-	18,709
Fund 10400-Env Health-Retail Food Permits	48,320	7,000	(18,661)	-	36,658
Fund 10500-District Clerk Contingency	823,521	6,289	-	-	829,810
Fund 10600-Fire Training Field	13,874	129	(60)	-	13,944
Fund 10700-Parks Special Events	25,518	209	-	-	25,726
Fund 10710-Parks SFA Special Projects	10,647	19	-	-	10,666
Fund 10850-CPS-Donations	32,305	2,243	(150)	-	34,398
Total General Fund Group	120,036,844	7,899,292	(15,315,938)	(11,078)	112,609,121
Fund 20000-Road and Bridge Non-Construct	42,467,484	2,163,706	(2,066,603)	-	42,564,588
Fund 20500-Road and Bridge Construction	(6,726,716)	(1)	(314,543)	-	(7,041,260)
Total Road and Bridge Funds	35,740,768	2,163,706	(2,381,146)	-	35,523,328
Fund 39800-Law Library	160,619	20,199	(99,269)	-	81,548
Fund 39900-Mosquito Control District	1,381,734	66,192	(237,384)	-	1,210,542
Total Special Revenue Funds	1,542,353	86,390	(336,653)	-	1,292,090
Fund 41000-2016 Limited Tax Rfd (2006 CO)	1,201,866	42,770	(47,250)	-	1,197,386
Fund 42000-2021 Gen Oblig Rfd (2012 CO)	329,582	62,932	(321,475)	-	71,039
Fund 42100-2018 Cert of Oblig-I,S	611,047	25,100	(154,325)	-	481,822
Fund 42200-2021 CO-Courthouse Campus I,S	3,692,340	98,696	(1,679,825)	-	2,111,210
Fund 44000-Toll Road-SH288-I&S	(92,229,095)	3,302	-	232,000	(91,993,793)
Fund 45000-Road Bonds-Mobility-I,S	3,645,517	135,189	(359,825)	-	3,420,881
Total Debt Service Funds	(82,748,744)	367,988	(2,562,700)	232,000	(84,711,456)
Fund 60500-Airport Operating	11,116,957	333,000	(259,007)	(1,084)	11,189,866
Total Enterprise Funds	11,116,957	333,000	(259,007)	(1,084)	11,189,866
Report Total	85,688,179	10,850,376	(20,855,444)	219,838	75,902,949

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 09/30/2023 and may be found on the balance sheet report contained in this reporting package.



Transfers for Year 2024

as of 7/31/2024

Fund Group	Transfers In	Transfers Out
Capital Projects - Other		
Cert of Obligation - CM	-	-
Enterprise Funds		
Airport Fund	-	4,135
General Fund Group		
General Fund	29,157	1,585,786
Restricted Funds	115,000	-
Road and Bridge Funds		
Road and Bridge	-	49,866
Special Revenue Funds		
Federal Grants	454,634	29,157
Capital Projects	49,866	-
Airport Federal Grants	429	-
State Grants	18,825	-
Airport State Grants	3,705	-
Local (grants & non-grants)	927,327	-
Law Library	70,000	-
Report Total	1,668,944	1,668,944



Debt Service Payment Schedules

Fiscal Year 2024

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
2024	66,850.00	980,000.00	47,250.00	1,094,100.00
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	140,850.00	3,075,000.00	74,000.00	3,289,850.00

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
2024	90,325.00	935,000.00	71,625.00	1,096,950.00
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	240,825.00	3,995,000.00	150,500.00	4,386,325.00



Debt Service Payment Schedules

Fiscal Year 2024

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
2024	162,700.00	335,000.00	154,325.00	652,025.00
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	1,375,050.00	7,205,000.00	1,212,350.00	9,792,400.00

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
2024	62,125.00	445,000.00	51,000.00	558,125.00
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	192,750.00	2,485,000.00	130,625.00	2,808,375.00



Debt Service Payment Schedules

Fiscal Year 2024

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
2024	184,250.00	910,000.00	161,500.00	1,255,750.00
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	772,375.00	7,370,000.00	588,125.00	8,730,500.00



Debt Service Payment Schedules

Fiscal Year 2024

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
2024	1,688,825.00	360,000.00	1,679,825.00	3,728,650.00
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	23,175,250.00	86,255,000.00	21,486,425.00	130,916,675.00



Debt Service Payment Schedules

Fiscal Year 2024

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
2024	354,350.00	1,315,000.00	321,475.00	1,990,825.00
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	1,853,150.00	14,565,000.00	1,498,800.00	17,916,950.00

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
2024	83,500.00	390,000.00	75,700.00	549,200.00
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	439,900.00	4,175,000.00	356,400.00	4,971,300.00



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.10.

8/27/2024

Texas Division of Emergency Management (TDEM) Grant Management System (GMS) Terms and Conditions

The Court authorizes the attached Subrecipient Agreement with the Texas Division of Emergency Management (TDEM) Administered Grant Awards systems terms and conditions for account activation of the Grant Management System (GMS) Website.

Further, that the County Judge be authorized to sign said terms and conditions on behalf of the County.



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: _____
EIN/TIN: _____
UEI: _____ UEI Expiration Date: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____ Zip (+4) _____ - _____

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: _____ Position/Job Title: _____
Email: _____ Phone Number: _____



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in [2 C.F.R. §170.315](#), certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 C.F.R. §25.300](#), TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at [SAM.gov](#) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See [2 C.F.R. Part 25, Appendix A](#).
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170](#)). See [FEMA Information Bulletin 350](#).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per [2 C.F.R. §170.320](#).
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see [17 C.F.R. §229.402\(c\)\(2\)](#)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](#), or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 C.F.R. 200.327](#) and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. [In accordance with 44 C.F.R §206.440](#), an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference [2 C.F.R. 200.313](#).

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per [2 C.F.R. § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
- 5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 - 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 - 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 - 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 - 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 - 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://www.sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

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

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

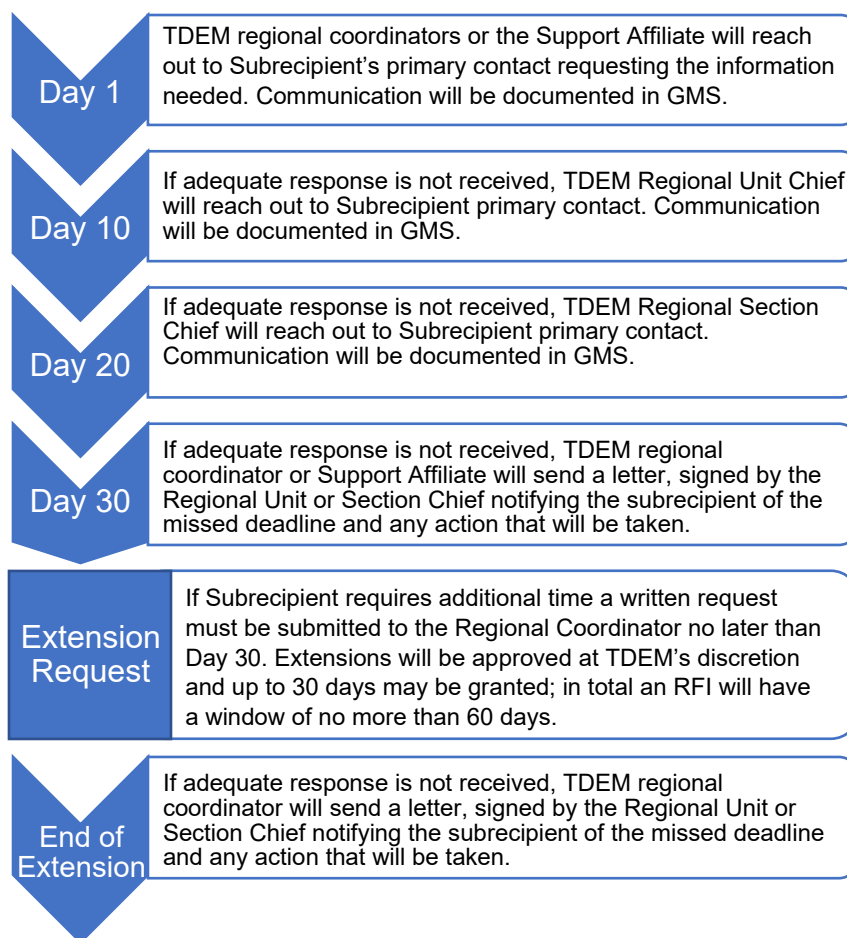


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

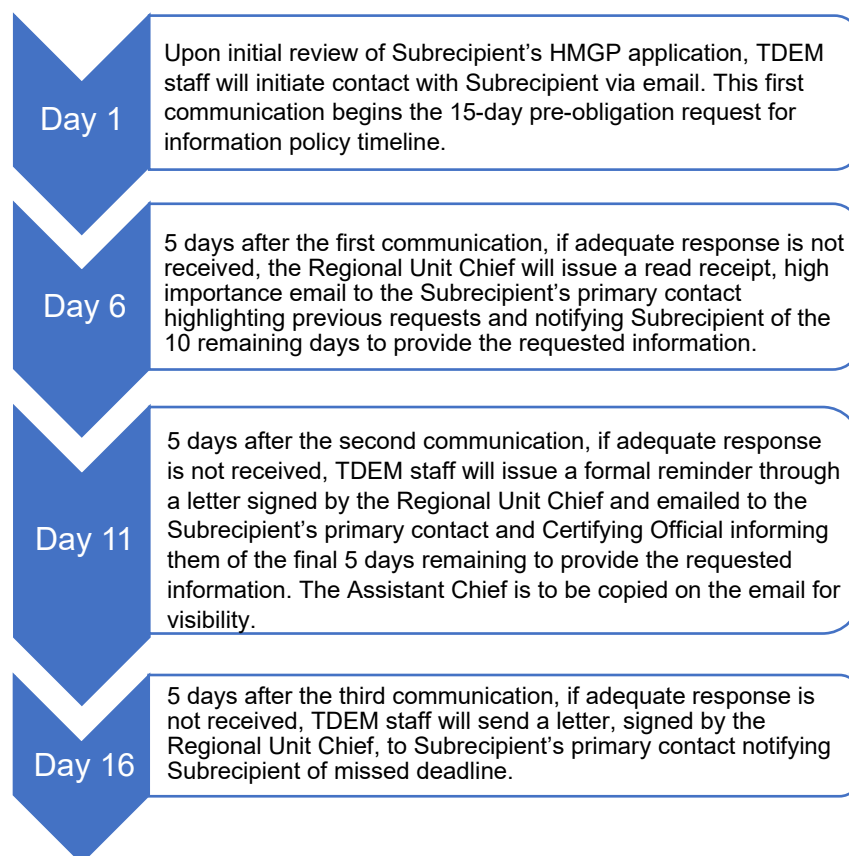


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR § 200.344](#) and [2 CFR § 200.345](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment

- 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.

2. Recipient's Responsibilities

- 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
- 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
- 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.

3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.

I, _____, the undersigned and Certifying Official of
Printed Name

_____ understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.

Signature Agreement Authority

Signature Agreement (Section I – XXIX)

Signature Exhibit A: Assurance – Non-Construction Programs

Signature Exhibit B: Assurance – Construction Programs

Signature Exhibit C: Certifications for Grant Agreements

Signature Exhibit D: State of Texas Assurances

Signature Exhibit E: Environmental Review Certification

<hr/> Signature	Exhibit F: Additional Grant Certifications
<hr/> Signature	Exhibit G: Request for Information Policy
<hr/> Signature	Exhibit H: Pre-Obligation Request for Information Policy
<hr/> Signature	Exhibit I: Recoupment of Funds

Please sign below to acknowledge subrecipient’s acceptance of this grant and all exhibits and subrecipient’s agreement to abide by all terms and conditions.

<hr/> Signature of Certifying Official	<hr/> Date
<hr/> Printed Name	<hr/> Title



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

Date Revised: February 22, 2024

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Letter to Subrecipient

Dear Subrecipient:

Congratulations on your new award!

The following document, in conjunction with the applicable State Administrative Plan (SAP) or Disaster State Administrative Plan (DSAP), lays out applicable laws, rules, and regulations set forth by local, State, and Federal authority that you, Subrecipient, agree to upon acknowledgement. Before you may request or receive any funding awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms of the following document are conditions of your award.

Please read this agreement in full. Acknowledgement by means of signature at the conclusion of the document, holds Subrecipient to the terms and conditions in the agreement. Failure to sign this agreement infringes on the ability to obtain Federal awards, or state or local grant awards, administered through the Texas Division of Emergency Management.

Subrecipient Information

Entity Information

Entity Name: Brazoria County
EIN/TIN: 746000044
UEI: N1GLHP8EWH9 UEI Expiration Date: 02.25.25
Address Line 1: 111 E Locust St.
Address Line 2: _____
City: Angleton
State: TX Zip (+4): 77515 - 4642

Subrecipient Contacts

Primary Contact

Serves as the primary point of contact for project(s).

Name: Charlie Davis Position/Job Title: Disaster Recovery Manager
Email: charlied@brazoriacountytx.gov Phone Number: 979-864-1081

Certifying Official

Serves as the official representative of the organization.

Must possess the authority to obligate funds & enter into contracts for the organization.

Name: L.M. "Matt" Sebesta, Jr. Position/Job Title: County Judge
Email: matts@brazoriacountytx.gov Phone Number: 979-864-1200

Primary Finance Contact

Serves as primary contact for all financial matters.

Name: Kaysie Stewart Position/Job Title: County Auditor
Email: kaysies@brazoriacountytx.gov Phone Number: 979-864-1275



Texas Division of Emergency Management

Subrecipient Agreement for TDEM-Administered Grant Awards

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Revisions

Rev. 1. Change from Authorized Agent to Primary Finance Contact information on the Subrecipient Information page.

Rev. 2. Inclusion of language related to subrecipient reimbursement for Recipient management cost.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM). The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002, as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives, as defined in 2 C.F.R. §170.315, certify that the subrecipient's policies are in accordance with guidance applicable to federal, state and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as TDEM, and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions except where additional provisions may be added by TDEM to assure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document the terms grant and award will be used interchangeably.
3. A recipient is a non-Federal entity for administration purposes.
4. A subrecipient is known as a subgrantee as used in governing statutes, regulations, and DHS/FEMA guidance.
5. The grant referred to in this agreement is an award to the subrecipient passed through from TDEM to Subrecipient.
6. The “certifying official” is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A subrecipient’s point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM’s Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist them with managing its Public Assistance and Hazard Mitigation grants (or other), they must be listed on the Designated Subrecipient Agent Form (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient. The Subrecipient is solely responsible for sharing written communications with the consultant. The Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that is required in applicable grant/funding awards. Subrecipient must perform all activities in accordance with all terms, provisions and requirements set forth in the award, including, the following exhibits:

1. Assurances – Non-Construction Programs (Federal authority), hereinafter referred to as Exhibit A
2. Assurances – Construction Programs (Federal authority), hereinafter referred to as Exhibit B
3. Certifications for Grant Agreements (Federal authority), hereinafter referred to as Exhibit C
4. State of Texas Assurances (State authority), hereinafter referred to as Exhibit D
5. Environmental Review Certification (Federal authority), hereinafter referred to as Exhibit E
6. Additional Grant Certifications (State authority), hereinafter referred to as Exhibit F
7. Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit G
8. Pre-Obligation Request for Information and Documentation Policy (State authority), hereinafter referred to as Exhibit H
9. Recoupment of Funds (State authority), hereinafter referred to as Exhibit I

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount not to exceed the amount of this award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs authorized under the applicable award.

1. Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
2. Subrecipient must contribute the required cost share, also known as non-Federal share or match, listed on the subaward.
3. Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
4. In the event that TDEM is required to continue to manage the subrecipients award after the Recipients (TDEM) allocated state management funds have been exhausted, subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund to TDEM any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal grant funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I-Recoupment of Funds shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal Authority is provided below (not all may apply in every project):

- a. Public Law 93-288, as amended (Stafford Act)
- b. 44 C.F.R., Emergency Management and Assistance
- c. 2 C.F.R., Grants and Agreements
- d. Disaster Mitigation Act of 2000
- e. Executive Order 11988, Floodplain Management
- f. Executive Order 11990, Protection of Wetlands
- g. Executive Order 12372, Intergovernmental Review of Programs and Activities
- h. Executive Order 12549, Debarment and Suspension
- i. Executive Order 12612, Federalism
- j. Executive Order 12699, Seismic Design
- k. Executive Order 12898, Environmental Justice
- l. Coastal Barrier Resources Act, Public Law 97-348
- m. Single Audit Act, Public Law 98-502
- n. Sandy Recovery Improvement Act publications
- o. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- p. 16 U.S.C. § 1531, Endangered Species Act References
- q. FEMA program publications, guidance, and policies

VII. State Requirements for Grants

Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf> and the most recent applicable version of the program State Administrative Plan (and all effective updates), available at: <https://tdem.texas.gov>. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) circulars,

terms and conditions of this award and the approved application.

Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this award may only be expended if Subrecipient timely completes and files its reports.

TDEM strongly encourages subrecipients to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for subrecipients to attain training. Federal procurement training may be required of some recipients in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the statutory authority for the grant. Award funds must not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with 2 C.F.R. §25.300, TDEM will not make a subaward unless the Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for System for Award Management (SAM) registration to uniquely identify entities with which the federal government does business.
3. Subrecipient maintains that it has registered at SAM.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See 2 C.F.R. Part 25, Appendix A.
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable (2 C.F.R. Subtitle A; Chapter 1, Part 170, Appendix A to Part 170). See FEMA Information Bulletin 350.
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §170.320.
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with subrecipient's UEI, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at SAM.gov, or other federally established replacement site.

5. By signing this grant, Subrecipient certifies that, if required, Subrecipient has registered, entered the required information, and shall keep information in the System for Award Management (SAM) database current, and update the information at least annually until the subrecipient submits its final financial report, or receives final payment.
6. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory UEI.
7. Subrecipient must comply with Federal Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government
8. A completed direct deposit form from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant. The direct deposit form is currently available at <https://tdem.texas.gov>.
9. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
10. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this

award in accordance with 2 C.F.R. 200. 317-327 and Appendix II to Part 200 (A-C) and (E-J).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under 2 C.F.R. 200.327 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of federal, state, or local procurement regulations:
 - a. Micro purchase
 - b. Small purchase
 - c. Sealed bid
 - d. Competitive proposal
 - e. Non-Competitive proposal (solely when the award of a contract is unfeasible under the other methods)
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.
4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by Federal procurement standards and are ineligible for DHS/FEMA grant.
5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold.
6. Subrecipients must negotiate profit as a separate element where required.
7. Subrecipients must not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (Executive Order 12549, Debarment and Suspension).
 - a. Subrecipient must maintain documentation validating review of debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through SAM.gov and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review. TDEM will not reimburse any expense for a

debarred vendor or a vendor or Subrecipient that does not have a valid [SAM.gov](https://sam.gov) registration.

8. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at [2 C.F.R §200.321](#).
9. Subrecipients must comply with the rules of recovered materials for procurements at [2 C.F.R §200.323](#).
10. Subrecipients must comply with the rules for domestic preferences for procurements at [2 C.F.R § 200.322](#).

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

- a. TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of subrecipient's compliance with this award and of the adequacy and timeliness of subrecipient's performance pursuant to this award.
- b. After each monitoring visit, if the monitoring visit reveals deficiencies in subrecipient's performance under this grant, a monitoring report will be provided to the subrecipient that includes requirements for the timely correction of such deficiencies by subrecipient. Failure by subrecipient to take action(s) specified in the monitoring report may be cause for suspension or termination of this award pursuant to the Changes, Amendments, Suspensions or Termination Section (XIII) herein.

XI. Audit

Subrecipients expending \$750,000 or more in total federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F.

1. A copy of the Single Audit must be submitted to TDEM or your cognizant state agency within nine months of the end of the subrecipient's fiscal year. If not required to submit a single audit, a response to the request will suffice. Failing to follow the regulation can result in significant adverse consequences including any action listing in the Enforcement Section (XIV) of this agreement

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance audit of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to audit subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such audit.

1. Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the subrecipient pursuant to this award or any other federal contract.
2. Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
3. Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this award.

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal retention policy, or the State's retention policy, whichever is more restrictive. At a minimum, the subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.334-338](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.

2. Records shall be retained for three (3) years after any real estate or equipment final disposition.
3. DHS/FEMA or TDEM may direct subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes, Amendments, Suspensions or Termination

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this subrecipient award. Any alteration, addition, or deletion to this agreement by subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically of the changes in writing. Once notification has been made, any subsequent request for refunds will indicate subrecipients acceptance of the changes to this award.

1. In the event subrecipient fails to comply with any term of this grant or agreement, TDEM may, upon written notification to subrecipient, suspend this award, in whole or in part, withhold payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of this grant's funds.
2. TDEM has the right to terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that subrecipient has failed to comply with any terms of this grant. TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and

- c. The scope of the termination of the award.
- d. Termination of an award is final.

XIV. Enforcement

If subrecipient materially fails to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold future awards for the grant program; and
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

The costs to a subrecipient resulting from expenses incurred by the subrecipient during a suspension or after termination of this award are not allowable.

The enforcement remedies identified in this section, including suspension and termination, do not preclude subrecipient from being subject to “Debarment and Suspension” under Executive Order 12549. 2 C.F.R., Appendix II Part 200, (1).

XV. Conflicts of Interest

The subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and must establish safeguards to prohibit employees from using their positions for a purpose that

constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from the subrecipient. If the close out review and reconciliation indicates that subrecipient is owed additional funds, TDEM will send the final payment automatically to subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as "GMS". TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for subrecipient grant management functions. Subrecipient is required to access GMS for all grant related functions as required by TDEM unless written authorization from TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 60 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be done prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 60 days of the work completion date.
2. Should additional time be required, a time extension request must be submitted which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the period of performance may result in denial, or reduction or withdrawal of federal funds for approved work.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 90 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the subrecipient may request additional funding through the appeal process, within 60 days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. Additionally, for disasters declared on or after January 1, 2022, subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 days from the written notice of the determination being made.
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Deputy Chief of Recovery & Mitigation and should contain additional information that the subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted, and forward the appeal with a written recommendation to DHS/FEMA within 60 days.

For presidentially declared disasters on or after October 30, 2012, a subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Applicant is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 days of receipt of the first appeal decision. For specific information, refer to 44 CFR § 206.206.

2. Hazard Mitigation

In the event that a subrecipient does not agree with the determinations made by DHS/FEMA, the subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which the subrecipient believes the initial action was inconsistent. In accordance with 44 C.F.R §206.440, an appeal must be submitted by the subrecipient within the following time frames:

- a. Any DHS/FEMA or TDEM determination – 60 days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from the subrecipient, TDEM will forward the appeal to DHS/FEMA within 60 days.

XXIV. Requests for Reimbursement

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV). Additional monitoring may be required of subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase of the small project maximum, subrecipients may require an Advance of Funds to pay eligible costs of approved project scopes of work.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting period consists of 4 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for subrecipients until all QPRs are submitted to TDEM.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM will require additional reporting or may take any other appropriate action to comply with required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally-funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value in excess of \$5,000.00, Subrecipient must make DHS/FEMA aware. For full rules and regulations regarding purchased

equipment, reference 2 C.F.R. 200.313.

XXVII. FEMA Public Assistance Portal and FEMA GO

In addition to TDEM's Grants Management System, must utilize the required DHS/FEMA grant management systems. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). The subrecipient must establish and maintain an active account in the Portal. It is the subrecipient's responsibility to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal provides the subrecipient visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and HMGP Post Fire Assistance. The subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding timely to any information requested in order to complete the award process.

The use of FEMA's Grants Portal and FEMA GO do not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

The subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10 percent de minimis rate of modified total direct costs (MTDC) (as per 2 C.F.R. § 200.414) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from the subrecipient throughout the life cycle of this grant. This process, the Request for Information, herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of subrecipient, I certify that subrecipient

1. Has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project described in this grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical,

and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

Exhibit B: Assurances – Construction Programs

(See Standard Form 424D)

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

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the

following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this grant.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

- b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 6. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and subrecipient will require such compliance in any subgrants or contract at the next tier.
 7. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91- 646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-

29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at [SAM.gov](https://www.sam.gov).
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

Exhibit E: Environmental Review

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

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

1. Public Assistance and Hazard Mitigation Program Grant (HMGP)

a. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement.

b. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

c. Federal Debt Disclosure

Subrecipient certifies that it not delinquent on and Federal debt.

2. HMGP Only

a. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

b. Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentration of low income or minority populations in or near the HMGP projects:

i. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low income or minority populations.

OR

ii. Applicant certifies that actions will be taken to ensure of environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

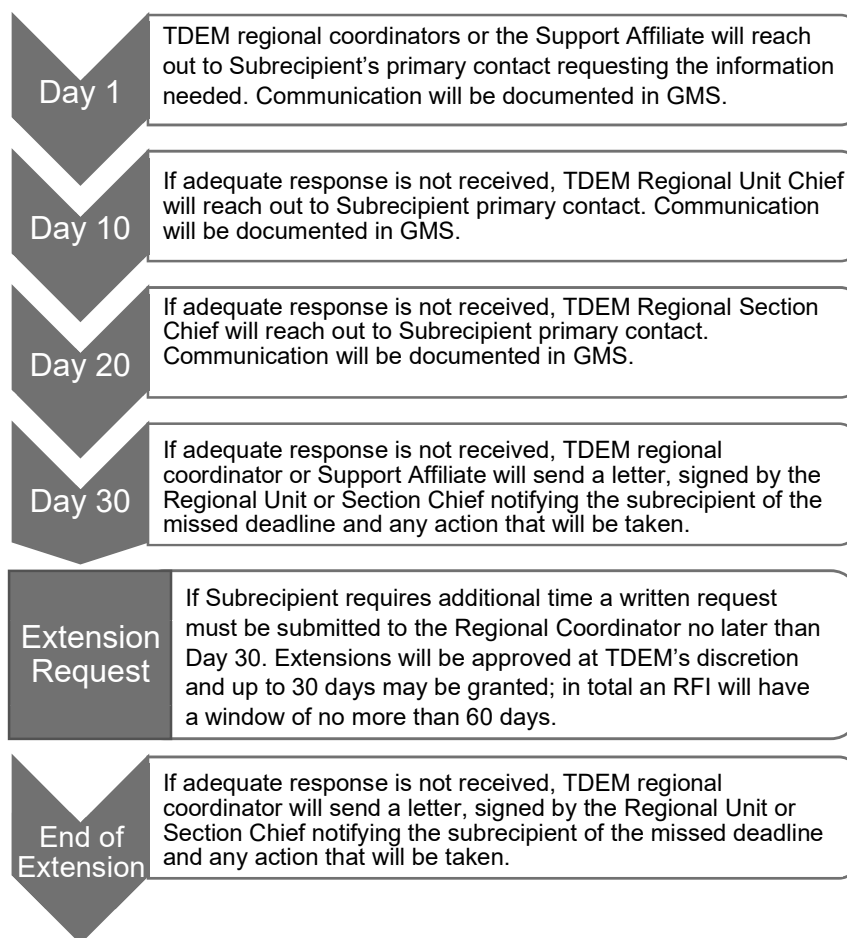


Exhibit H: Pre-Obligation Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day period beginning from TDEM's first review of Subrecipient's application. Failure to supply timely responses could result in dismissal of application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

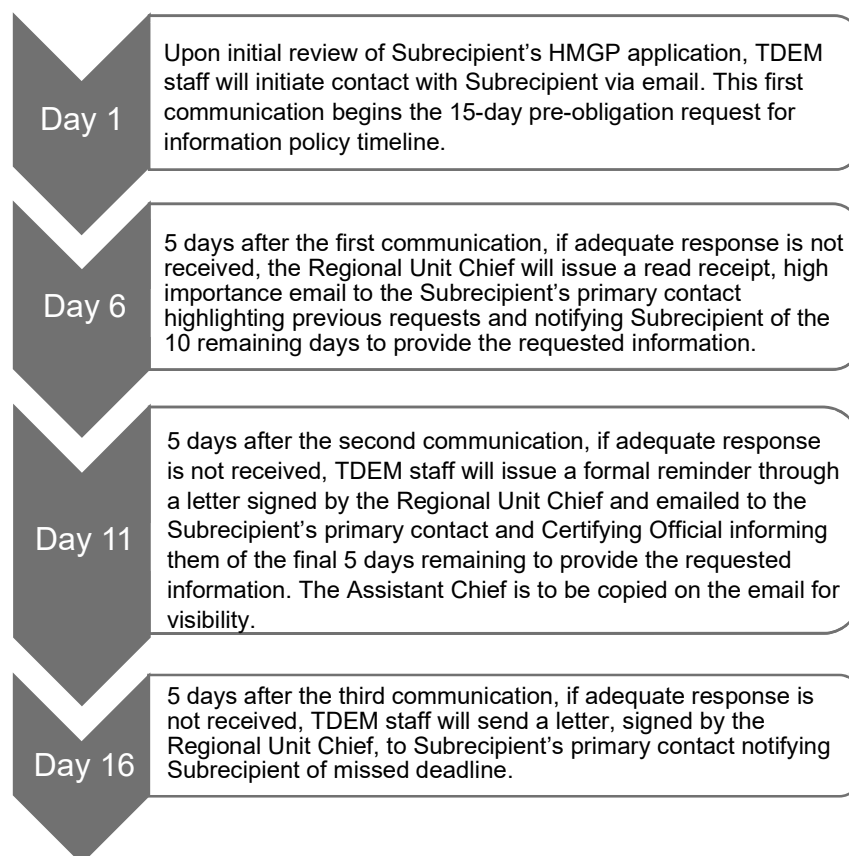


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, 2 CFR § 200.344 and 2 CFR § 200.345 require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Division subrecipients that receive funds from or through TDEM and explains the process by which funding to subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through the Division, which serves as the Governor's authorized representative for certain federal grants and awards. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of the Division.

Procedure

1. Applicability of Recoupment

- 1.1. This procedure will be applied to subrecipients that have been determined by the Division to have received an overpayment or that the Division determines has not spent federal funds in accordance with their grant or financial award.

2. Recipient's Responsibilities

- 2.1. subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate subrecipients shall refund to the Division any sum that has been determined by the Division to be an overpayment to Subrecipient or that the Division determines has not been spent by Subrecipient in accordance with their grant or financial award.
- 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
- 2.3. Subrecipients shall make such refund to the Division within thirty (30) calendar days after the Division requests such refund.

3. Division Collection Actions

3.1. Upon determination that a subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS), and;

3.1.2. The Division will confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, the Division may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM

3.1.4. If the repayment is not made, the Division shall send an additional notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, the Division shall send a third notice to the subrecipient by electronic mail and posted to the TDEM Grants Management System (GMS) thirty (30) to forty-five (45) days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the subrecipient or making documented verbal contact with the subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been

transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding with the Division approved by TDEM within one hundred twenty (120) days from the date that the original recoupment letter was sent, the Division will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. The Division shall notify the subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with the Division within 120 days from the date the original recoupment letter was sent, the Division may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a 1–9-month period or prior to the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid and the full balance shall be due within 30 calendar days. If payment is not made within 30 days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once the Division has determined that the debt is delinquent, the Division may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, the Division may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

3.2.3.2.1. The size of the debt;

3.2.3.2.2. The existence of any security or collateral;

3.2.3.2.3. The likelihood of collection through passive means;

3.2.3.2.4. The cost to the Division or Attorney General in attempting to collect the obligation; and

3.2.3.2.5. The availability of resources within the Division or Attorney General to devote to the collection of the obligation.

3.2.4. Referral to the Attorney General

3.2.4.1. Upon a determination to refer to the Attorney General, the Division shall notify the subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.4.1.1. The first demand letter shall be mailed USPS First Class Mail within 30 days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.4.1.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.4.2. If the Division determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General around the 90th day after the first demand letter was sent.

3.3. The Division shall maintain copies of all communications with the subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) day notice has been issued requesting repayment.

Related Statutes, Policies, or Requirements

- [Texas A&M University System Regulation 21.01.04](#)
- [1 Tex. Admin. Code Section 59.2](#)
- [Tex. Gov't Code Section 403.055](#)
- [Tex. Gov't Code Chapter 2107](#)
- [Texas A&M University System Office Collection and Write-off Guidance](#)
- [Texas A&M University System Regulation 09.04.01](#)

Grant Acknowledgement, Agreement and Signature

Please provide your signature next to each item in acknowledgement you have received, read, understand, and agree to abide by the terms.


I, L.M. "Matt" Sebesta, Jr., the undersigned and Certifying Official of
Printed Name

Brazoria County understand that TDEM strongly encourages refresher
Subrecipient Name

training in federal procurement standards as variances from these standards account for the majority of funding deobligation. I also certify that I have read and understand each section of the above agreement. My signatures below serve as Subrecipient agreement to comply with all laws, rules, regulations, and policy presented.


Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:57:11 -05'00'
Signature

Agreement Authority


Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:57:32 -05'00'
Signature

Agreement (Section I – XXIX)


Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:57:49 -05'00'
Signature

Exhibit A: Assurance – Non-Construction Programs


Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:58:08 -05'00'
Signature

Exhibit B: Assurance – Construction Programs



Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:58:26 -05'00'
Signature

Exhibit C: Certifications for Grant Agreements



Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:58:43 -05'00'
Signature

Exhibit D: State of Texas Assurances



Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:59:00 -05'00'
Signature

Exhibit E: Environmental Review Certification

 Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:59:21 -05'00'

Signature

Exhibit F: Additional Grant Certifications

 Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 12:59:41 -05'00'

Signature

Exhibit G: Request for Information Policy

 Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 13:00:01 -05'00'

Signature

Exhibit H: Pre-Obligation Request for Information Policy

 Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 13:00:27 -05'00'

Signature

Exhibit I: Recoupment of Funds

Please sign below to acknowledge subrecipient's acceptance of this grant and all exhibits and subrecipient's agreement to abide by all terms and conditions.

 Digitally signed by L. M. Matt Sebesta Jr.
Date: 2024.08.27 13:01:11 -05'00'

Signature of Certifying Official

08/27/2024

Date

L.M. "Matt" Sebesta, Jr.

Printed Name

Brazoria County Judge

Title



Designation of Account Approval (DAA) Form

Form Instructions

The following **must** be completed for access approval for subrecipient accounts in the Texas Division of Emergency Management (TDEM)'s Grants Management System (GMS).

- A) The Designation of Account Approval (DAA) form is used to assign an approver for a jurisdiction. The default approver for access to a jurisdiction is the Certifying Official.
- B) For the contacts:
 - ❖ Both the *Primary Approver* and the *Secondary Approver* will have **Full Access** to their jurisdiction's GMS account and will be responsible for the permissions, access levels, and approvals. They will also be responsible for providing updates if a user leaves the organization or changes roles.
 - ❖ None of the positions on the page may be left blank. The same person cannot hold the Primary Approver and the Secondary Approver.
 - ❖ The *Primary Approver* is the person at the organization that is responsible for approving requests for access to GMS.
 - ❖ The *Secondary Approver* is the Primary Approver's designated alternate.
 - ❖ A *Certifying Official* must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
 - ❖ A third-party consultant/contractor cannot be listed as the Primary Approver or Certifying Official.
 - ❖ All contacts require a unique email address.
- C) User Access Levels
 - ❖ **Full Access** to the Grants Management System (GMS) will allow a user to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grants Management System on behalf of the subrecipient.
 - ❖ **Contributor Access** will allow a user to upload and update documentation and enter notes. The user will not have the ability to advance workflows.
 - ❖ **Read Only Access** will allow a user to view information in GMS but will not grant them the ability to edit any existing information themselves.




Designation of Account Approval (DAA) Form

Subrecipient:	Brazoria County		
Tax ID:	74-6000044	UEI:	N1GLHP8EWDH9
Grant Program (PA/HM)	<input checked="" type="checkbox"/>	Mutual Aid	<input type="checkbox"/>

Primary Approver			
Serves as the primary point of contact to approve access requests for your GMS account. <i>Cannot be a contractor.</i>			
Name:	Steve Rosa	Office Number:	979-864-1801
Position/Title:	Emergency Management Coordinator	Cell Number:	979-481-1690
Email:	steverosa@brazoriacountytx.gov	Fax Number:	979-864-1081
Organization:	Brazoria County Office of Emergency Management		
The Primary Approver will have full access to GMS.			

Secondary Approver			
Serves as the secondary point of contact to approve access requests for your GMS account.			
Name:	Markus Trower	Office Number:	979-864-1026
Position/Title:	Deputy Emergency Management Coordinator	Cell Number:	979-327-6155
Email:	MarkusT@brazoriacountytx.gov	Fax Number:	979-864-1081
Organization:	Brazoria County Office of Emergency Management		
The Secondary Approver will have full access to GMS.			

Certifying Official			
Serves as the official representative of the organization. <i>Must possess the authority to obligate funds and enter into contracts for the organization.</i>			
Name:	L. M. "Matt" Sebesta Jr	Office Number:	979-864-1202
Position/Title:	County Judge	Cell Number:	979-848-6443
Email:	MattS@brazoriacountytx.gov	Fax Number:	979-864-4655
Organization:	Brazoria County		
GMS Access (pick 1):	Full <input checked="" type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

 Digitally signed by L. M. Matt Sebesta Jr. Date: 2024.08.27 13:03:48 -05'00'	L.M. "Matt" Sebesta, Jr.	August 27, 2024
Signature of Certifying Official	Print Name	Date

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)



Designation of Subrecipient Agent (DSA) Form

Form Instructions

The following **must** be completed for access to subrecipient accounts in the Texas Division of Emergency Management (TDEM)'s Grants Management System (GMS).

A) The Designation of Subrecipient Agent (DSA) form is divided into two pages:

- ❖ Page 1: the *Primary Contacts* page
- ❖ Page 2: the **optional** *Alternate Contacts* page
 - The *Alternate Contacts* page is not required if there are no additional contacts to list.
 - As many *Alternate Contacts* pages as needed may be submitted.
- ❖ If applicable, both pages must be signed and dated by the Certifying Official.

B) In the header of the document:

- ❖ List the name of the subrecipient (the organization/jurisdiction applying for the grant).
- ❖ Check if the DSA Form is for Public Assistance grants, Hazard Mitigation Grants or Mutual Aid reimbursement.
- ❖ If the DSA is for another type of grant, please specify that in Other.
- ❖ For Public Assistance and Hazard Mitigation grants, include the applicable disaster numbers.
 - The disaster number is 4 digits long and assigned by FEMA. (For example, Hurricane Harvey is 4332.)
- ❖ Multiple disasters may be listed on one DSA as long as each disaster number is listed.

C) For the contacts:

- ❖ None of the positions on the primary contact page may be left blank. However, the same person may hold multiple positions.
- ❖ A third-party consultant/contractor cannot be listed as the Primary Contact or Certifying Official.
- ❖ The Certifying Official must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
- ❖ All contacts require a unique email address.



Designation of Subrecipient Agent (DSA) Form

D) User Access Levels

- ❖ **Full Access** to the Grants Management System (GMS) will allow a user to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grants Management System on behalf of the subrecipient.
- ❖ **Contributor Access** will allow a user to upload and update documentation and enter notes. The user will not have the ability to advance workflows.
- ❖ **Read Only Access** will allow a user to view information in GMS but will not grant them the ability to edit any existing information themselves.
- ❖ The Primary, Secondary, and Finance contacts will always be granted Full Access.

E) Updating User Access:

- ❖ The subrecipient can request that GMS access be added or revoked from a contact at any time if the need arises, however an updated DSA must be submitted.
- ❖ If a new DSA is submitted with a different person listed for a position on the Primary Contacts page, the old contact holding that position will be removed. If a new contact is added on the additional contacts page, no old contacts will be removed.



Designation of Subrecipient Agent (DSA) Form

Subrecipient:	Brazoria County		
Public Assistance	<input checked="" type="checkbox"/>	Hazard Mitigation	<input type="checkbox"/>
Mutual Aid	<input type="checkbox"/>	Other	<input type="checkbox"/>
Other:			Disaster Number(s): DR-4798


*Leave Disaster Number(s) blank if only selecting Mutual Aid

Primary Agent			
Serves as the primary point of contact for projects. <i>Cannot be a contractor.</i>			
Name:	Charlie Davis	Office Number:	979-864-1201
Position/Title:	Disaster Recovery Manager	Cell Number:	
Email:	charlied@brazoriacountytx.gov	Fax Number:	979-864-1081
Organization:	Brazoria County		
The Primary Agent will have full access to GMS.			

Secondary Agent			
Serves as the secondary point of contact for projects.			
Name:	Stephan Rosa	Office Number:	979-864-1201
Position/Title:	Emergency Management Coordinator	Cell Number:	979-481-1690
Email:	steverosa@brazoriacountytx.gov	Fax Number:	979-864-1081
Organization:	Brazoria County		
The Secondary Agent will have full access to GMS.			

Primary Finance Agent			
Serves as the primary point of contact for financial matters			
Name:	Kaysie Stewart	Office Number:	979-864-1275
Position/Title:	County Auditor	Cell Number:	
Email:	kaysies@brazoriacountytx.gov	Fax Number:	979-864-1585
Organization:	Brazoria County		
The Primary Finance Agent will have full access to GMS.			

Certifying Official			
Serves as the official representative of the organization. <i>Must possess the authority to obligate funds and enter into contracts for the organization.</i>			
Name:	L.M. "Matt" Sebesta, Jr.	Office Number:	979-864-1200
Position/Title:	County Judge	Cell Number:	
Email:	matts@brazoriacountytx.gov	Fax Number:	979-849-4655
Organization:	Brazoria County		
GMS Access (pick 1):	Full <input checked="" type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

 Digitally signed by L. M. Matt Sebesta Jr. Date: 2024.08.27 13:05:41 -05'00'	L.M. "Matt" Sebesta, Jr.	8/27/24
Signature of Certifying Official	Print Name	Date

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)



Designation of Subrecipient Agent (DSA) Form

Alternate Contact			
Name:	Ann Reans	Office Number:	979-864-1283
Position/Title:	Principal Accountant	Cell Number:	
Email:	areans@brazoriacountytx.gov	Fax Number:	979-864-1585
Organization:	Brazoria County		
GMS Access (pick 1):	Full <input checked="" type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Alternate Contact			
Name:	Elvia Soto	Office Number:	979-864-1587
Position/Title:	Grants Administrator	Cell Number:	
Email:	elvias@brazoriacountytx.gov	Fax Number:	979-864-1585
Organization:	Brazoria County		
GMS Access (pick 1):	Full <input checked="" type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Alternate Contact			
Name:	Kimberly Peck	Office Number:	979-864-1279
Position/Title:	Grant Accountant	Cell Number:	
Email:	kimberlyp@brazoriacountytx.gov	Fax Number:	979-864-1279
Organization:	Brazoria County		
GMS Access (pick 1):	Full <input checked="" type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Alternate Contact			
Name:	Haley Leeper	Office Number:	979-864-1876
Position/Title:	Grant Accountant	Cell Number:	
Email:	haley12@brazoriacountytx.gov	Fax Number:	
Organization:	Brazoria County		
GMS Access (pick 1):	Full <input checked="" type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Alternate Contact			
Name:		Office Number:	
Position/Title:		Cell Number:	
Email:		Fax Number:	
Organization:			
GMS Access (pick 1):	Full <input type="checkbox"/>	Contributor <input type="checkbox"/>	Read-Only <input type="checkbox"/>

Digitally signed by L. M. Matt
Sebesta Jr.
Date: 2024.08.27 13:06:50
-05'00'

L.M. "Matt" Sebesta, Jr.

8/27/24

Signature of Certifying Official

Print Name

Date

(Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.11.

8/27/2024

Housing Choice Voucher (Section 8) Payment Standards

Approve changes to the Brazoria County Housing Choice Voucher Program's payment standards. Payment Standards along with BCHA's adopted Utility Allowance is part of the calculation on how much the Housing Authority will pay for a particular tenant. Payment standards shall be effective October 1, 2024.

**Brazoria County Housing Choice Voucher Program
Payment Standards Effective 10/1/2024**

FY 2025	BEDROOM SIZE					
	0	1	2	3	4	5
FMR	951	1,138	1,260	1,683	2,116	2,433
BRZ CTY PYMT STD	960	1,194	1,313	1,709	2,229	2,563
PEARLAND PMT STD	960	1,194	1,340	1,744	2,274	2,615



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.12.

8/27/2024

Conditional Acceptance of Roads - Pomona Section 26 - Abstract 563 (Precinct 4)

Whereas, the plat of Pomona Section 26 - Abstract 563 (Precinct 4), was approved by the City of Manvel on October 23, 2023; and filed for record in Brazoria County Official Public Records, County Clerk's File No. 2024 -024301 on June 6, 2024; and

Whereas, this plat meets applicable criteria established by Commissioners' Court Order 6.P.2., dated February 9, 2021 for consideration under Brazoria County Subdivision Regulations adopted by Commissioners' Court Order No. 49 dated October 24, 2006; and

Whereas, the roads serving this section have now been constructed in accordance with the Brazoria County Subdivision Regulations; and

Therefore, those roads listed below shall be accepted into a one-year warranty period upon Commissioners' Court approval, and all maintenance shall be done at the expense of the owner, and said one-year period shall begin upon Courts' approval.


<u>Street Name</u>	<u>ROW</u>	<u>Length (Ft.)</u>	<u>Length (Mi.)</u>
Gleaming Pear Drive	60'	1,439.64'	0.272
Sweet Cherry Court	60'	435.86'	0.082
Palm Grove Drive	60'	281.99'	0.053

Whereas, a bond for the warranty period, in the amount of \$242,280.63 has been provided and approved by the District Attorney's Office, and said bond is for 25% of the construction cost of the road and drainage improvements in the subdivision.

Further, that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

Memorandum

To: Brazoria County Municipal Utility District No. 40
c/o Mr. Tim Austin, Allen Boone Humphries Robinson, LLP

From: Hannah J. Horsfield, PE 

Copy: Mr. Scott Wright, DFH Coventry, LLC
Mr. Russell Bynum, Pomona Phase 6, LLC
Ms. Autumn Smith, Pomona Phase 6, LLC
Mr. Brian T. Edwards, PE, LJA Engineering, Inc.
TCEQ Regional Office (Houston)

Date: June 12, 2024

Re: Engineer's Certificate of Substantial Completion
Construction of the Water, Sanitary Sewer and Drainage Facilities
And Paving and Appurtenances
To Serve Pomona Section 26
Brazoria County Municipal Utility District No. 40
City Manvel ETJ, Brazoria County, Texas
LJA Job No. 2149-4126 (11.1)

Enclosed please find your copy of the Engineer's Certificate of Substantial Completion for the noted project.

If there are any questions, please do not hesitate to call me at 713.380.4425.

HJH/vr

ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION

Name of Project: Construction of the Water, Sanitary Sewer and Drainage Facilities And
Paving and Appurtenances To Serve Pomona Section 26

Owner of Project: Brazoria County Municipal Utility District No. 40

Address of Owner: c/o Allen Boone Humphries Robinson, LLP, 3200 Southwest Freeway,
Suite 2600, Houston, Texas 77027

Type of Facilities Constructed, Contract Identification and Name of Contractor: Water, Sanitary
Sewer and Drainage Facilities and Paving and Appurtenances; LJA No. 2149-4126 (11.1), R
Construction Civil, LLC

Consulting Engineer LJA Engineering, Inc.
1904 West Grand Parkway North, Suite 100 Katy, Texas 77449

LJA Project Number: 2149-4126 (11.1)

Based on the testing completed to date, periodic observations during construction and the results from the final inspection on May 23, 2024, I certify to the best of my knowledge and belief that the facilities constructed as of the date of this document are substantially complete and can be utilized for their intended purpose. A final Engineer's Certificate of Completion and "Record Drawings" will be furnished upon final completion of this project.



Hannah J. Horsfield
(Signature)

Hannah J. Horsfield, PE, Project Manager
(Name and Title)

06/12/24
(Date)

STATE OF TEXAS
COUNTY OF BRAZORIA

WE, VPDF POMONA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, MANAGER, ACTING BY AND THROUGH BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR, AND POMONA PHASE 4, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER-HOUSTON, AND MC 288, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER-HOUSTON, AND POMONA LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH RUSSELL BYNUM, GENERAL MANAGER-HOUSTON, OWNERS OF THE PROPERTY SUBDIVIDED IN THE PLAT OF POMONA SECTION 26, BEING 29.564 ACRES OF LAND, BEING A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY FOR AND ON BEHALF OF SAID CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS, AND EASEMENTS AS SHOWN HEREON AND DEDICATE FOR PUBLIC USE AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN HEREON FOREVER, AND DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS TWENTY-ONE FEET, SIX INCHES (21' 6") IN WIDTH.

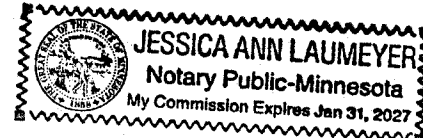
FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY EACH AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, WE DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF POMONA SECTION 26 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACRES.

IN TESTIMONY WHEREOF, VPDF POMONA LLC, A DELAWARE LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH VP FINDERS 2 HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SOLE MEMBER, ACTING BY AND THROUGH VARDE PARTNERS, INC., A DELAWARE CORPORATION, ITS MANAGER HAS CAUSED THESE PRESENTS TO BE SIGNED BY BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR OF VARDE PARTNERS, INC., A DELAWARE CORPORATION, THEREUNTO AUTHORIZED,

THIS 4 DAY OF OCTOBER, 2023.BY: VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANYBY: VP FINDERS 2 HOLDINGS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,
SOLE MEMBERBY: VARDE PARTNERS, INC.,
A DELAWARE CORPORATION,
MANAGERBY: Brendan Bosman
BRENDAN BOSMAN, SENIOR MANAGING DIRECTORSTATE OF MINNESOTA
COUNTY OF WASHINGTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRENDAN BOSMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 4 DAY OF OCTOBER, 2023.NOTARY PUBLIC IN AND FOR THE STATE OF MINNESOTA

IN TESTIMONY WHEREOF, POMONA PHASE 4, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER-HOUSTON, THEREUNTO AUTHORIZED,

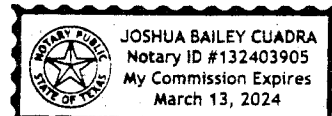
THIS 27 DAY OF SEPTEMBER, 2023.BY: POMONA PHASE 4, LLC,
A TEXAS LIMITED LIABILITY COMPANYBY: Russell Bynum
RUSSELL BYNUM, GENERAL MANAGER-HOUSTONSTATE OF Texas
COUNTY OF Brazoria

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27 DAY OF SEPTEMBER, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Street Name	ROW Width	Length (ft)	Length (miles)
Gleaming Pear Drive	60'	1,439.64'	0.272
Sweet Cherry Court	60'	435.86'	0.082
Palm Grove Drive	60'	281.99'	0.053



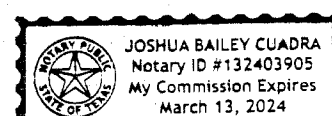
IN TESTIMONY WHEREOF, MC 288, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER-HOUSTON, THEREUNTO AUTHORIZED,

THIS 27 DAY OF SEPTEMBER, 2023.BY: MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANYBY: Russell Bynum
RUSSELL BYNUM, GENERAL MANAGER-HOUSTONSTATE OF Texas
COUNTY OF Brazoria

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27 DAY OF SEPTEMBER, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



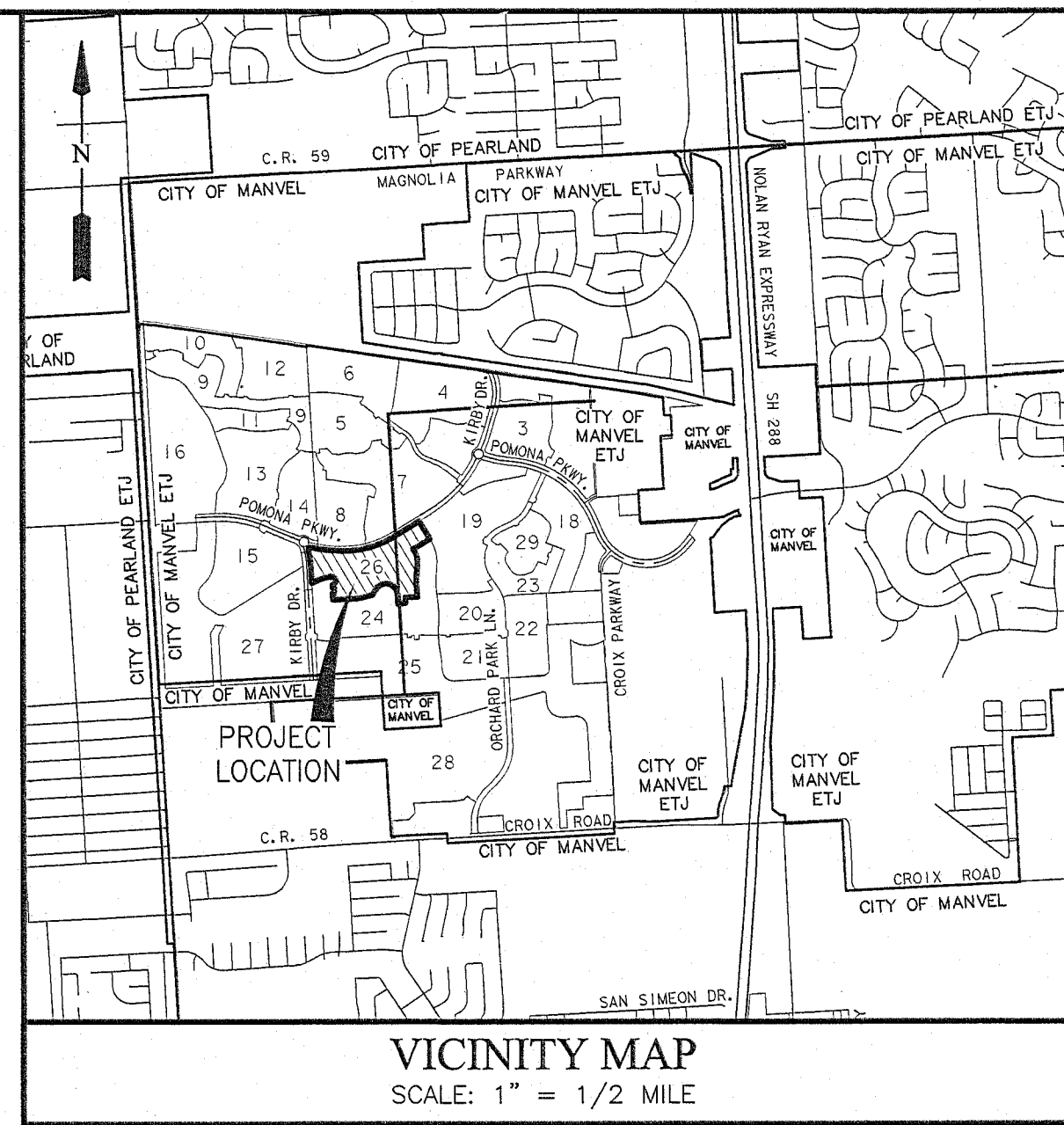
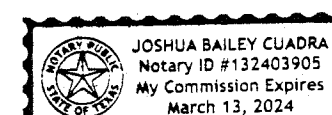
IN TESTIMONY WHEREOF, POMONA LAND, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY RUSSELL BYNUM, ITS GENERAL MANAGER-HOUSTON, THEREUNTO AUTHORIZED,

THIS 27 DAY OF SEPTEMBER, 2023.BY: POMONA LAND, LLC,
A TEXAS LIMITED LIABILITY COMPANYBY: Russell Bynum
RUSSELL BYNUM, GENERAL MANAGER-HOUSTONSTATE OF Texas
COUNTY OF Brazoria

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUSSELL BYNUM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 27 DAY OF SEPTEMBER, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 652D

BRAZORIA DRAINAGE DISTRICT NO. 4 NOTES:

1. ANY GOVERNMENTAL BODY FOR PURPOSES OF DRAINAGE WORK MAY USE DRAINAGE EASEMENTS AND FEE STRIPS PROVIDED THE DISTRICT IS PROPERLY NOTIFIED.
2. PERMANENT STRUCTURES, INCLUDING FENCES AND PERMANENT LANDSCAPING, SHALL NOT BE ERECTED IN A DRAINAGE EASEMENT, ACCESS EASEMENT, OR FEE STRIP.
3. MAINTENANCE OF DETENTION FACILITIES IS THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. THE DISTRICT WILL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY THE DISTRICT, OR SUB REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO THE DISTRICT WITH THE DISTRICT'S APPROVAL. THE DISTRICT IS RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THE DISTRICT UNLESS THE DISTRICT SPECIFICALLY CONTRACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
4. CONTRACTOR SHALL NOTIFY THE DISTRICT'S INSPECTOR AT LEAST FORTH-EIGHT (48) HOURS BEFORE BEGINNING WORK AND TWENTY-FOUR (24) HOURS BEFORE PLACING ANY CONCRETE.
5. THE DISTRICT'S PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITY AND DRAINAGE SYSTEM ARE OPERATING PROPERLY.
6. APPROPRIATE COVER FOR THE SIDE SLOPES, BOTTOM, AND MAINTENANCE BERM SHALL BE ESTABLISHED PRIOR TO ACCEPTANCE OF THE CONSTRUCTION BY THE DISTRICT. AT LEAST 95% GERMINATION OF THE GRASS MUST BE ESTABLISHED PRIOR TO ACCEPTANCE OF CONSTRUCTION BY THE DISTRICT.
7. NO BUILDING PERMIT SHALL BE ISSUED FOR ANY LOT WITHIN THIS DEVELOPMENT UNTIL THE DETENTION FACILITY HAS BEEN CONSTRUCTED AND APPROVED BY THE DISTRICT.
8. THE DISTRICT'S APPROVAL OF THE FINAL DRAINAGE PLAN (AND FINAL PLAT IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS, AND/OR ANY OTHER RIGHTS-OF-WAY ACROSS THIRD PARTIES' PROPERTIES FOR PURPOSES OF MOVING EXCESS RUNOFF TO THE DISTRICT'S DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLAN AND FINAL PLAT.
9. DRAINAGE EASEMENTS SHALL BE USED ONLY FOR THE PURPOSES OF CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, REPLACING, AND RECONSTRUCTING OF A DRAINAGE FACILITY, AND ANY AND ALL RELATED EQUIPMENT AND FACILITIES TOGETHER WITH ANY AND ALL NECESSARY INCIDENTALS AND APPURTENANCES THERETO IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA. THE DISTRICT'S SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, WORKMEN, AND REPRESENTATIVES SHALL AT ALL PRESENT AND FUTURE TIMES, HAVE THE RIGHT AND PRIVILEGE OF INGRESS AND EGRESS IN, UPON, OVER, ACROSS, AND THROUGH THE EASEMENT AREA.
10. ACCESS EASEMENTS SHALL BE USED FOR INGRESS AND EGRESS TO THE DISTRICT'S DRAINAGE FACILITIES AND SHALL BE KEPT CLEAR OF ANY AND ALL OBSTRUCTIONS.
11. AN AS-BUILT CERTIFICATE AND AS-BUILT SURVEY ARE REQUIRED TO BE SUBMITTED TO THE DISTRICT BEFORE A CERTIFICATE OF COMPLIANCE CAN BE ISSUED. CONTACT THE DISTRICT'S INSPECTOR FOR FURTHER CLARIFICATION.
12. ALL DRAINAGE PLANS AND PLATS SHALL BE IN CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS & GUIDELINES. BOARD APPROVAL OF A DRAINAGE PLAN OR PLAT DOES NOT CONSTITUTE PERMISSION TO DEVIATE. DEVIATION FROM THE DISTRICT'S RULES, REGULATIONS & GUIDELINES IS ONLY AUTHORIZED AND ALLOWED BY A SEPARATE REQUEST FOR VARIANCE WHICH WAS APPROVED BY THE BOARD. ANY BOARD APPROVED VARIANCE SHALL BE REFERENCED ON THE PLAN COVER PAGE AND ON THE APPROPRIATE SHEET WHERE APPLICABLE. THE USE OF THE TERM "GUIDELINES" HEREIN DOES NOT AFFECT THE MANDATORY NATURE OF THESE RULES, REGULATIONS & GUIDELINES.

APPROVED BY THE BOARD OF COMMISSIONERS ON 09/03/2022

BRAZORIA DRAINAGE DISTRICT NO. 4

DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY CHECKED AND VERIFIED. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE DISTRICT'S "RULES, REGULATIONS AND GUIDELINES" AND THESE APPROVED DRAINAGE PLANS AND/OR PLAT, THE DISTRICT'S "RULES, REGULATIONS & GUIDELINES" SHALL GOVERN AND PREVAIL. ANY APPROVED VARIANCES SHALL BE ITEMIZED ON THE COVER SHEET AND PLACED ON THE APPROPRIATE SHEET WHERE APPLICABLE. PLANS SUBMITTED HAVE BEEN PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

BDD4 REF. ID #22-000076

THIS IS TO CERTIFY THAT THE PLANNING, DEVELOPMENT AND ZONING COMMISSION OF THE CITY OF MANVEL, TEXAS, HAS APPROVED THIS PLAT OF POMONA SECTION 26 IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF MANVEL AS SHOWN HEREON AND AUTHORIZES THE RECORDING OF THIS PLAT

THIS 23rd DAY OF OCTOBER, 2023

PLANNING, DEVELOPMENT, AND ZONING COMMISSION

FINAL PLAT OF
POMONA SECTION 26

A SUBDIVISION OF 29.564 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22, 23, 32, 33, AND 41-44, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS (B.C.P.R.).

51 LOTS 4 RESERVES (15.191 ACRES) 2 BLOCKS

SEPTEMBER 7, 2023

JOB NO. 2149-4126P

OWNERS:

OWNERS:

MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832-336-6271

POMONA LAND, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832-336-6271

OWNERS:

OWNERS:

POMONA PHASE 4, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832-336-6271

VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
901 MARQUETTE AVENUE SOUTH, SUITE 3300,
MINNEAPOLIS, MINNESOTA 55404
PH: 952-893-1554

SURVEYOR:

ENGINEER:

LJA Surveying, Inc.

3600 W. Sam Houston Parkway S.
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

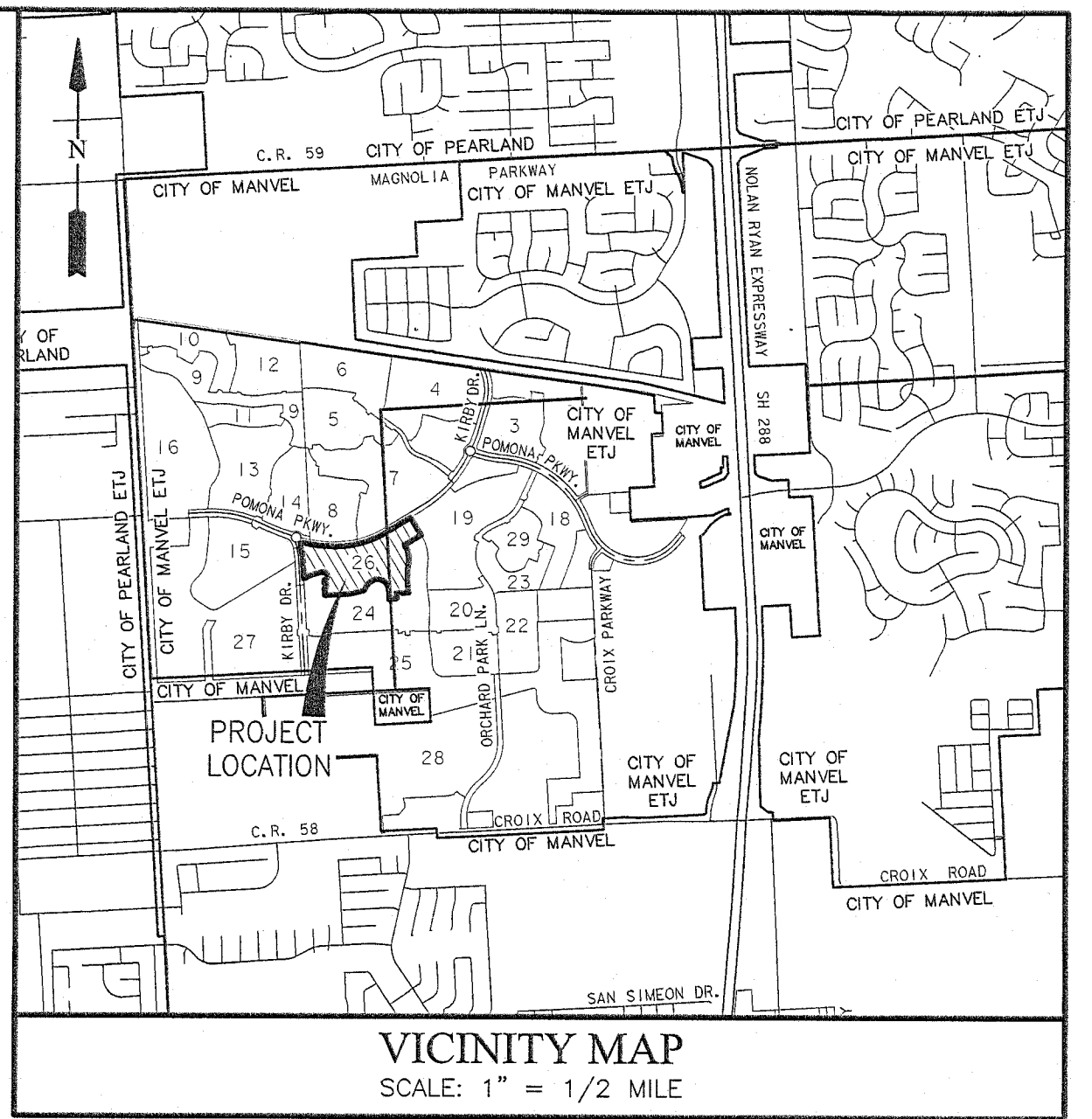
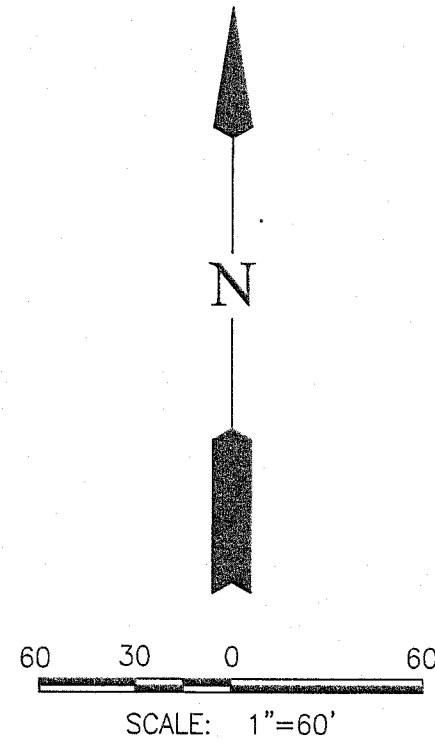
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1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

SHEET 1 OF 4

- LEGEND**
- A.E. INDICATES AERIAL EASEMENT
 - B.C.C.F. INDICATES BRAZORIA COUNTY CLERKS' FILE
 - B.C.D.R. INDICATES BRAZORIA COUNTY DEED RECORDS
 - B.C.O.P.R. INDICATES BRAZORIA COUNTY OFFICIAL PUBLIC RECORDS
 - B.C.O.R. INDICATES BRAZORIA COUNTY OFFICIAL RECORDS
 - B.C.P.R. INDICATES BRAZORIA COUNTY PLAT RECORDS
 - B.L. INDICATES BUILDING LINE
 - C. INDICATES CENTERLINE
 - D.E. INDICATES DRAINAGE EASEMENT
 - E.E. INDICATES ELECTRICAL EASEMENT
 - F.N. INDICATES FILE NUMBER
 - FND. INDICATES FOUND
 - I.R. INDICATES IRON ROD
 - PD&Z INDICATES PLANNING, DEVELOPMENT & ZONING
 - PG. INDICATES PAGE
 - P.O.B. INDICATES POINT OF BEGINNING
 - RES. INDICATES RESERVE
 - R.O.W. INDICATES RIGHT-OF-WAY
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - STM.S.E. INDICATES STORM SEWER EASEMENT
 - U.E. INDICATES UTILITY EASEMENT
 - VOL. INDICATES VOLUME
 - W.L.E. INDICATES WATER LINE EASEMENT



KEY MAP NO. 652D



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 03°13'42" E	68.37'
L2	S 86°46'18" W	95.00'
L3	N 06°43'01" W	60.86'
L4	N 23°52'10" W	56.31'
L5	N 41°52'00" W	56.31'
L6	N 59°51'40" W	56.31'
L7	N 77°51'40" W	56.31'
L8	S 84°08'30" W	56.31'
L9	S 66°08'40" W	56.31'
L10	S 49°50'13" W	58.19'
L11	S 84°04'11" W	55.06'
L12	N 03°15'00" W	94.99'
L13	N 02°24'47" W	60.01'
L14	N 13°14'53" W	12.19'
L15	S 76°45'07" W	24.58'
L16	S 03°13'42" E	56.55'
L17	N 25°32'35" E	18.81'
L18	S 03°13'42" E	56.55'
L19	N 03°13'42" E	56.55'
L20	N 13°14'53" W	5.00'
L21	N 85°51'40" E	5.00'
L22	N 83°03'23" E	20.00'
L23	N 13°23'14" E	14.71'
L24	N 77°23'53" E	27.74'
L25	N 42°25'57" W	27.30'
L26	S 42°25'57" E	44.30'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	35.00'	114°50'48"	70.16'	N 44°16'13" E	58.99'
C2	2560.00'	10°36'47"	474.20'	S 83°36'46" E	473.52'
C3	1560.00'	32°32'04"	885.82'	N 74°48'48" E	873.97'
C4	400.00'	41°40'57"	291.00'	S 13°10'19" E	284.62'
C5	1800.00'	15°08'53"	475.89'	S 00°05'43" W	474.51'
C6	25.00'	90°00'00"	39.27'	S 41°46'18" W	35.36'
C7	25.00'	90°01'19"	39.28'	N 41°45'39" E	35.36'
C8	25.00'	94°52'43"	41.40'	N 45°47'20" W	36.83'
C9	270.00'	4°05'36"	19.29'	N 03°41'49" E	19.28'
C10	25.00'	59°25'23"	25.93'	N 35°27'18" E	24.78'
C11	60.00'	168°24'53"	176.36'	N 19°02'27" W	119.39'
C12	875.00'	11°17'16"	172.38'	S 65°08'01" W	172.10'
C13	1560.00'	9°54'11"	269.63'	N 08°12'06" W	269.29'
C14	300.00'	39°37'51"	207.51'	N 68°57'23" E	203.39'
C15	330.00'	129°37'51"	746.62'	S 68°02'37" E	597.26'
C16	300.00'	38°30'23"	201.62'	N 44°47'46" E	197.85'
C17	25.00'	90°00'00"	39.27'	N 41°46'18" E	35.36'
C18	25.00'	49°40'47"	21.68'	N 28°04'05" W	21.00'
C19	60.00'	279°21'34"	292.54'	N 86°46'18" E	77.65'
C20	25.00'	49°40'47"	21.68'	S 21°36'42" W	21.00'

RESERVE TABLE				
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE
A	13.191	574,594	RESTRICTED TO BRAZORIA DRAINAGE DISTRICT NO. 4 DRAINAGE EASEMENT	MUD
B	0.231	10,052	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
C	0.440	19,150	RESTRICTED TO CANAL	MUD/GCWA
D	1.329	57,913	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
TOTAL	15.191	661,709		

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C21	25.00'	103°36'24"	45.21'	S 55°01'54" E	39.29'
C22	270.00'	26°01'27"	122.64'	N 60°09'11" E	121.58'
C23	360.00'	60°24'44"	379.58'	N 77°20'50" E	362.24'
C24	25.00'	76°45'53"	33.49'	N 69°10'15" E	31.05'
C25	330.00'	33°15'39"	191.57'	N 47°25'08" E	188.89'
C26	25.00'	49°40'47"	21.68'	N 39°12'34" E	21.00'
C27	60.00'	279°21'34"	292.54'	S 25°57'02" E	77.65'
C28	25.00'	49°40'47"	21.68'	S 88°53'22" W	21.00'
C29	270.00'	31°00'59"	146.16'	S 48°32'28" W	144.38'
C30	25.00'	88°57'44"	38.82'	S 11°26'54" E	36.03'
C31	360.00'	52°42'04"	331.13'	S 29°34'44" E	319.58'
C32	300.00'	129°37'51"	678.75'	N 68°02'37" W	542.98'
C33	330.00'	39°37'51"	228.26'	S 68°57'23" W	223.73'
C34	1175.00'	4°34'44"	93.90'	N 69°00'11" E	93.88'
C35	900.00'	18°15'18"	286.75'	N 67°37'28" E	285.54'
C36	1200.00'	18°15'18"	382.33'	S 67°37'28" W	380.72'
C37	1580.00'	0°43'31"	20.00'	S 06°34'51" E	20.00'

FINAL PLAT OF POMONA SECTION 26

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51 LOTS 4 RESERVES (15.191 ACRES) 2 BLOCKS

SEPTEMBER 7, 2023

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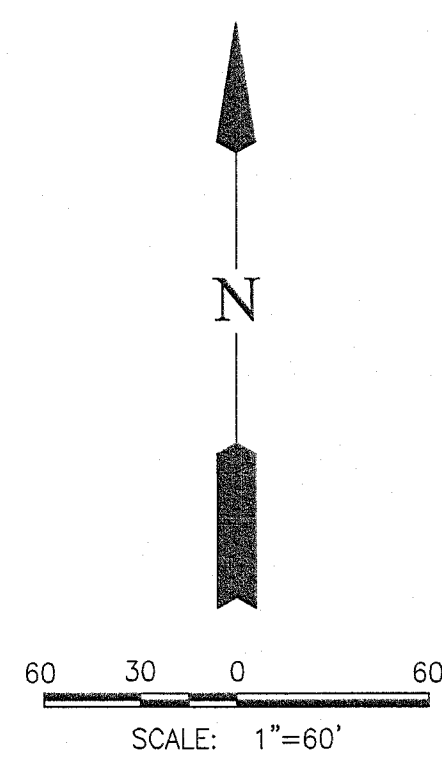
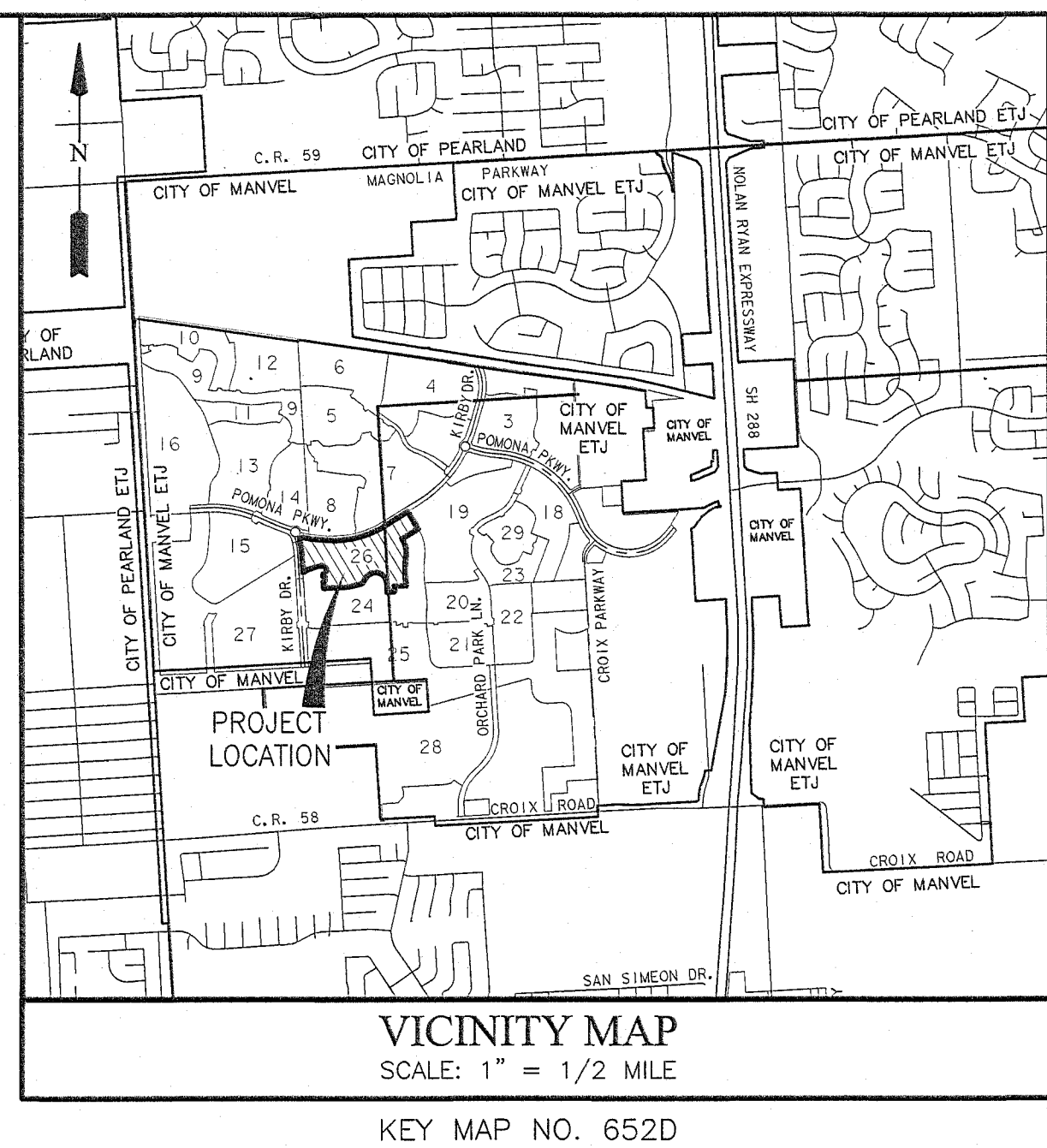
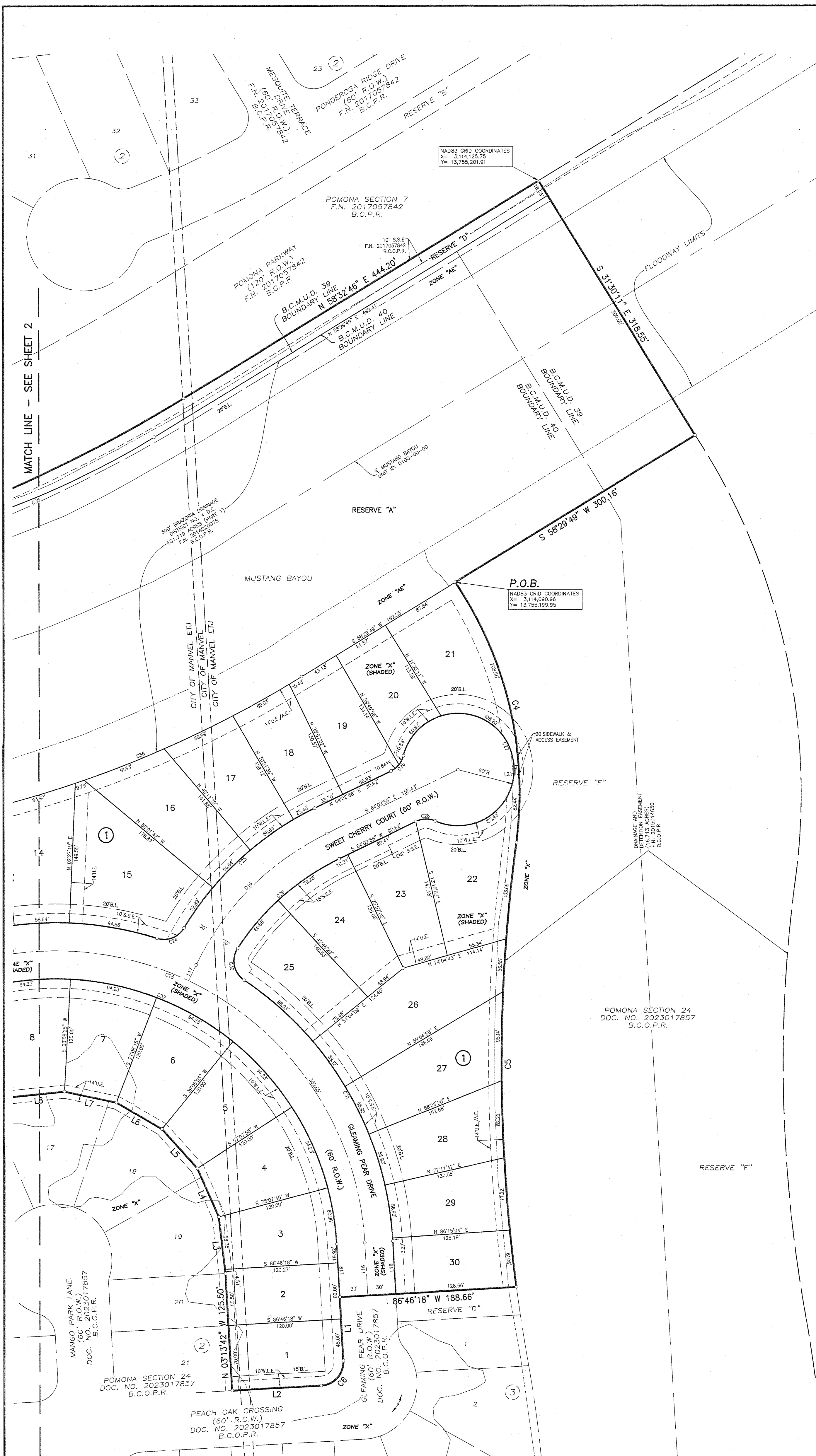
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SHEET 2 OF 4

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LOT AREA SUMMARY		
BLOCK 1		
LOT NO.	SQ.FT.	LOT WIDTH AT B.L.
1	12,174	93.49'
2	7,534	62.71'
3	11,788	79.03'
4	10,366	69.49'
5	9,000	60.00'
6	14,305	113.52'
7	12,552	92.18'
8	8,016	67.02'
9	14,818	119.81'
10	14,613	130.92'
11	9,984	60.19'
12	8,687	60.19'
13	8,410	60.19'
14	9,585	62.04'
15	15,389	81.57'
16	11,106	60.22'
17	9,078	60.22'
18	8,234	60.69'
19	8,399	66.13'
20	7,453	66.84'
21	11,776	95.53'
22	12,420	103.80'
23	9,018	75.90'
24	9,611	83.26'
25	10,534	86.25'
26	14,148	62.03'
27	12,178	60.19'
28	9,525	60.19'
29	8,468	60.19'
30	7,654	60.00'

LOT AREA SUMMARY		
BLOCK 2		
LOT NO.	SQ.FT.	LOT WIDTH AT B.L.
1	8,266	69.49'
2	7,201	60.00'
3	8,310	76.64'
4	9,130	87.59'
5	9,130	87.59'
6	9,130	87.59'
7	9,130	87.59'
8	9,130	87.59'
9	9,130	87.59'
10	8,303	75.62'
11	7,632	60.00'
12	9,625	60.17'
13	9,573	60.04'
14	8,192	60.04'
15	7,895	60.04'
16	7,418	60.01'
17	7,200	60.00'
18	7,200	60.00'
19	7,200	60.00'
20	7,200	60.00'
21	8,268	69.52'

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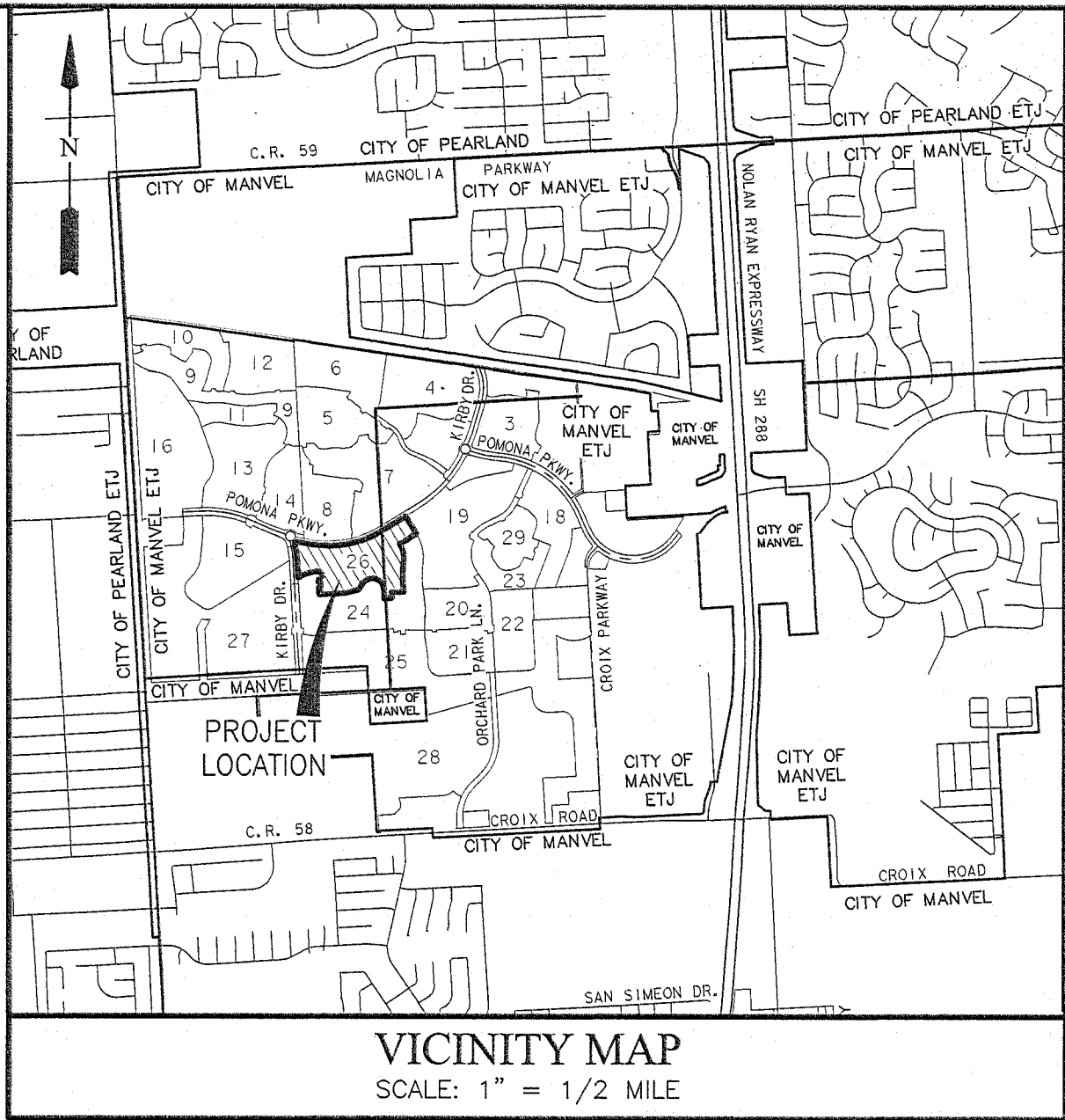
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LEGEND

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FND.	INDICATES FOUND
I.R.	INDICATES IRON ROD
PD&Z	INDICATES PLANNING, DEVELOPMENT & ZONING
PG.	INDICATES PAGE
P.O.B.	INDICATES POINT OF BEGINNING
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STM.S.E.	INDICATES STORM SEWER EASEMENT
U.E.	INDICATES UTILITY EASEMENT
VOL.	INDICATES VOLUME
W.L.E.	INDICATES WATER LINE EASEMENT
	INDICATES STREET NAME CHANGE

POMONA DEVELOPMENT – LOT SUMMARY TABLE

LOT SIZES	40'x110'	42'x125'	45'x125'	50'x110'	50'x120'	55'x120'	60'x120'	60'x125'	65'x120'	65'x125'	70'x130'	75'x130'	80'x130'	TOTAL LOTS
SECTION 1	-----	-----	-----	-----	-----	6 LOTS	-----	-----	7 LOTS	-----	-----	5 LOTS	-----	18 LOTS
SECTION 2	-----	-----	-----	-----	-----	-----	-----	-----	99 LOTS	-----	-----	-----	-----	99 LOTS
SECTION 3	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	48 LOTS	-----	48 LOTS
SECTION 4	-----	-----	-----	-----	-----	137 LOTS	-----	-----	-----	-----	-----	-----	-----	137 LOTS
SECTION 5	-----	-----	-----	-----	-----	55 LOTS	-----	-----	20 LOTS	-----	-----	6 LOTS	-----	81 LOTS
SECTION 6	-----	-----	-----	107 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	107 LOTS
SECTION 7	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	49 LOTS	-----	-----	49 LOTS
SECTION 8	-----	-----	-----	-----	-----	-----	-----	56 LOTS	-----	-----	-----	-----	-----	56 LOTS
SECTION 9	-----	-----	-----	-----	-----	76 LOTS	-----	-----	-----	-----	-----	-----	-----	76 LOTS
SECTION 10	-----	-----	-----	76 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	76 LOTS
SECTION 11	-----	-----	-----	-----	-----	-----	-----	36 LOTS	-----	-----	-----	-----	-----	36 LOTS
SECTION 12	-----	-----	-----	-----	74 LOTS	10 LOTS	-----	-----	-----	-----	-----	-----	-----	84 LOTS
SECTION 13	-----	-----	-----	-----	-----	-----	70 LOTS	-----	-----	-----	-----	-----	-----	70 LOTS
SECTION 14	-----	-----	-----	-----	-----	42 LOTS	-----	-----	-----	-----	-----	-----	-----	42 LOTS
SECTION 15	-----	-----	-----	-----	-----	-----	-----	-----	50 LOTS	-----	34 LOTS	-----	-----	84 LOTS
SECTION 16	-----	-----	-----	-----	118 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	118 LOTS
SECTION 17	-----	-----	-----	-----	-----	-----	94 LOTS	-----	-----	-----	-----	-----	-----	94 LOTS
SECTION 18	-----	-----	-----	2 LOTS	2 LOTS	7 LOTS	-----	-----	-----	-----	2 LOTS	13 LOTS	-----	13 LOTS
SECTION 19	-----	-----	-----	-----	-----	-----	-----	29 LOTS	-----	-----	35 LOTS	-----	-----	64 LOTS
SECTION 20	-----	-----	-----	-----	-----	61 LOTS	-----	-----	-----	-----	-----	-----	-----	61 LOTS
SECTION 21	-----	-----	-----	-----	76 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	76 LOTS
SECTION 22	-----	-----	-----	-----	-----	17 LOTS	53 LOTS	-----	-----	-----	-----	-----	-----	70 LOTS
SECTION 23	-----	-----	-----	-----	-----	4 LOTS	42 LOTS	-----	-----	-----	-----	-----	-----	46 LOTS
SECTION 24	-----	-----	-----	-----	-----	100 LOTS	-----	-----	-----	-----	-----	-----	-----	100 LOTS
SECTION 25	-----	-----	-----	-----	121 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	121 LOTS
SECTION 26	-----	-----	-----	-----	-----	-----	51 LOTS	-----	-----	-----	-----	-----	-----	51 LOTS
SECTION 27	-----	-----	-----	-----	-----	-----	-----	36 LOTS	-----	-----	57 LOTS	-----	-----	93 LOTS
SECTION 28	124 LOTS	56 LOTS	56 LOTS	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	240 LOTS
SECTION 29	-----	-----	-----	-----	-----	-----	-----	45 LOTS	-----	-----	-----	-----	-----	45 LOTS
TOTAL LOTS	124 LOTS	56 LOTS	56 LOTS	163 LOTS	391 LOTS	489 LOTS	243 LOTS	140 LOTS	185 LOTS	36 LOTS	115 LOTS	108 LOTS	128 LOTS	2,258 LOTS



KEY MAP NO. 652D

BEING 29.564 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22, 23, 32, 33, AND 41-44, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF SAID BRAZORIA COUNTY, TEXAS (B.C.P.R.), ALSO BEING A PORTION OF THAT CERTAIN CALLED 382.586 ACRE TRACT CONVEYED TO POMONA LAND, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2017030819, OF THE OFFICIAL PUBLIC RECORDS OF SAID BRAZORIA COUNTY (B.C.P.R.), A PORTION OF THAT CERTAIN CALLED 971.956 ACRE TRACT CONVEYED TO MC 288, LLC (DESCRIBED AS PART 1), BY INSTRUMENT OF RECORD IN FILE NUMBER 2013052984, B.C.O.P.R., AND A PORTION OF THAT CERTAIN CALLED 136.648 ACRE TRACT (DESCRIBED AS TRACT 3), CONVEYED TO POMONA PHASE 4, LLC, BY AN INSTRUMENT OF RECORD IN FILE NUMBER 2018052949, B.C.O.P.R., AND A PORTION OF THAT CERTAIN CALLED 65.773 ACRE TRACT CONVEYED TO VPDF POMONA, LLC, BY INSTRUMENT OF RECORD IN FILE NUMBER 2022017900, B.C.O.P.R., SAID 29.564 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJUSTMENT)):

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA ENG" PREVIOUSLY FOUND FOR THE NORTHEASTERLY CORNER OF SAID 65.773 ACRES TRACT, SAME BEING THE NORTHWEST CORNER OF A CALLED 16.713 ACRES DRAINAGE AND DETENTION EASEMENT OF RECORD IN FILE NUMBER 2015014050, B.C.O.P.R., AND ON THE SOUTHERLY LINE OF SAID 101.719 ACRE DRAINAGE EASEMENT (DESCRIBED AS PART 1), CONVEYED TO BRAZORIA DRAINAGE DISTRICT NO. 4, BY INSTRUMENT OF RECORD IN FILE NUMBER 2014020078, B.C.O.P.R.;

THENCE, WITH THE COMMON LINE OF THE EASTERLY LINE OF SAID 65.773 ACRES, AND THE WESTERLY LINE OF SAID 16.713 ACRES, 291.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 41° 40' 57", AND A CHORD WHICH BEARS SOUTH 13° 10' 19" EAST, 284.62 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, CONTINUING ALONG SAID COMMON LINE, 475.89 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1800.00 FEET, A CENTRAL ANGLE OF 15° 08' 53", AND A CHORD WHICH BEARS SOUTH 00° 05' 43" WEST, 474.51 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 46' 18" WEST, DEPARTING SAID COMMON LINE, 188.66 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 03° 13' 42" EAST, 68.37 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 00' 00", AND A CHORD WHICH BEARS SOUTH 41° 46' 18" WEST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 46' 18" WEST, 95.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 13' 42" WEST, 125.50 FEET TO A POINT FOR CORNER;

THENCE, NORTH 06° 43' 01" WEST, 60.86 FEET TO A POINT FOR CORNER;

THENCE, NORTH 23° 52' 10" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, NORTH 41° 52' 00" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, NORTH 59° 51' 50" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, NORTH 77° 51' 40" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 84° 08' 30" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 66° 08' 40" WEST, 56.31 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 49° 50' 13" WEST, 58.19 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 33° 39' 31" WEST, 136.92 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 78° 38' 25" WEST, 223.48 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 84° 04' 11" WEST, 55.06 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 86° 46' 18" WEST, 340.04 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 15' 00" WEST, 94.99 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 39.28 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90° 01' 19", AND A CHORD WHICH BEARS NORTH 41° 45' 39" EAST, 35.36 FEET TO A POINT FOR CORNER;

THENCE, NORTH 02° 24' 47" WEST, 60.01 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 41.40 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 94° 52' 43", AND A CHORD WHICH BEARS NORTH 45° 47' 20" WEST, 36.83 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, 19.29 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 04° 05' 36", AND A CHORD WHICH BEARS NORTH 03° 41' 49" EAST, 19.28 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, 25.93 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 59° 25' 23", AND A CHORD WHICH BEARS NORTH 35° 27' 18" EAST, 24.78 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, 176.36 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 168° 24' 53", AND A CHORD WHICH BEARS NORTH 19° 02' 27" WEST, 119.39 FEET TO A POINT FOR CORNER;

THENCE, NORTH 13° 14' 53" WEST, 12.19 FEET TO A POINT FOR CORNER, ON THE NORTHERLY LINE OF THE AFOREMENTIONED 65.773 ACRE TRACT, SAME BEING THE SOUTHERLY LINE OF THE AFOREMENTIONED 101.719 ACRES;

THENCE, SOUTH 76° 45' 07" WEST, ALONG SAID COMMON LINE, 24.58 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 74° 32' 01" WEST, CONTINUING ALONG SAID COMMON LINE, 122.78 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, WITH SAID COMMON LINE, PASSING AT AN ARC LENGTH OF 29.37 FEET, THE NORTHWEST CORNER OF SAID 65.773 ACRE TRACT, AND CONTINUING ALONG THE SOUTHERLY LINE OF SAID 101.719 ACRES A TOTAL ARC LENGTH OF 172.38 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 875.00 FEET, A CENTRAL ANGLE OF 11° 17' 16", AND A CHORD WHICH BEARS SOUTH 65° 08' 01" WEST, 172.10 FEET TO A POINT FOR CORNER;

THENCE, NORTH 03° 15' 00" WEST, DEPARTING THE SOUTHERLY LINE OF SAID 101.719 ACRES, 251.23 FEET TO A POINT FOR CORNER, THE BEGINNING OF A CURVE;

THENCE, 269.63 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 09° 54' 11", AND A CHORD WHICH BEARS NORTH 08° 12' 06" WEST, 269.29 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE, SAME BEING ON THE SOUTHERLY LINE OF POMONA PARKWAY STREET DEDICATION NO. 2, A SUBDIVISION OF RECORD IN FILE NUMBER 2019060960, B.C.P.R.;

THENCE, WITH THE SOUTHERLY LINE OF SAID POMONA PARKWAY STREET DEDICATION NO. 2, 70.16 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 114° 50' 48", AND A CHORD WHICH BEARS NORTH 44° 16' 37" EAST, 58.99 FEET TO A POINT FOR CORNER, THE BEGINNING OF A REVERSE CURVE;

THENCE, CONTINUING WITH THE SOUTHERLY LINE OF SAID POMONA PARKWAY STREET DEDICATION NO. 2, PASSING AT AN ARC LENGTH OF 115.29 FEET, THE SOUTHWEST CORNER OF POMONA SECTION 8, A SUBDIVISION OF RECORD AT FILE NUMBER 2018023091, B.C.P.R., 65.773 ACRE TRACT CONVEYED TO MHI PARTNERSHIP, LTD, BY INSTRUMENT OF RECORD IN FILE NUMBER 2021084483 AND CONTINUING ALONG THE COMMON LINE OF SAID POMONA SECTION 8, AND SAID 382.586 ACRES A TOTAL ARC LENGTH OF 474.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,560.00 FEET, A CENTRAL ANGLE OF 10° 36' 47", AND A CHORD WHICH BEARS SOUTH 83° 36' 46" EAST, 473.52 FEET TO A POINT FOR CORNER, THE BEGINNING OF A COMPOUND CURVE;

THENCE, WITH SAID COMMON LINE, PASSING AT AN ARC LENGTH OF 404.90 FEET, THE SOUTHEAST CORNER OF SAID POMONA SECTION 8, AND THE SOUTHWEST CORNER OF POMONA SECTION 7, A SUBDIVISION OF RECORD IN FILE NUMBER 2017057842, B.C.P.R., AND CONTINUING WITH THE COMMON LINE OF THE SOUTHERLY LINE OF SAID POMONA SECTION 7, AND SAID 382.586 ACRES, A TOTAL ARC LENGTH OF 885.82 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 32° 32' 04", AND A CHORD WHICH BEARS NORTH 74° 48' 48" EAST, 873.97 FEET TO A POINT FOR CORNER;

THENCE, NORTH 58° 32' 46" EAST, CONTINUING ALONG THE COMMON LINE OF SAID POMONA SECTION 7, AND SAID 382.586 ACRES, 444.20 FEET TO THE NORTHWEST CORNER OF POMONA SECTION 19, A SUBDIVISION OF RECORD IN FILE NUMBER 2022000516, B.C.P.R.

THENCE, SOUTH 31° 30' 11" EAST, DEPARTING SAID COMMON LINE, ALONG THE WESTERLY LINE OF SAID POMONA SECTION 19, 318.55 FEET TO A POINT FOR CORNER, SAME BEING THE NORTHEAST CORNER OF THE AFOREMENTIONED 16.713 ACRES, SAME BEING ON THE SOUTHERLY LINE OF THE AFOREMENTIONED 101.719 ACRES;

THENCE, SOUTH 58° 29' 49" WEST, DEPARTING THE WESTERLY LINE OF SAID POMONA SECTION 19, ALONG THE NORTHERLY LINE OF SAID 16.713 ACRES, AND THE SOUTHERLY LINE OF SAID 101.719 ACRES, 300.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.564 ACRES OF LAND.

NOTES:

- THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS FOR THE STATE OF TEXAS, BRAZORIA COUNTY, AND THE INCORPORATED LIMITS OF THE CITY OF MANVEL.
- THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY CHARTER TITLE COMPANY, ORDER NO. 2022-0251, DATED SEPTEMBER 8, 2023. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- ALL BEARINGS REFERENCED ARE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE. THE COORDINATES SHOWN ARE GRID AND CAN BE BROUGHT TO SURFACE BY DIVIDING BY AN ADJUSTMENT FACTOR OF 0.99986547.
- ALL SUBDIVISION COMMON AREAS INCLUDING BUT NOT LIMITED TO DETENTION FACILITIES, EASEMENTS AND OPEN SPACES WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE MAINTAINED BY A HOMEOWNERS ASSOCIATION, COMMERCIAL PROPERTY ASSOCIATION OR OTHER ENTITY AND SHALL NOT BE THE RESPONSIBILITY OF THE CITY OF MANVEL OR BRAZORIA COUNTY.
- FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LIA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. CORNER MONUMENTS SHALL BE SET AFTER CONSTRUCTION AND BEFORE RECORDED OF THE ASSOCIATED SUBDIVISION PLAT.
- BENCHMARK: A BRASS DISK STAMPED M 668 RESET LOCATED 2.35 MILES NORTHEASTERLY ALONG F.M. 521 FROM THE INTERSECTION OF STATE HIGHWAY 6 IN ARCOLA, AND APPROXIMATELY 0.40 MILE SOUTH WESTERLY FROM THE CROSSING OF THE AMERICAN CANAL AND F.M. 521, AT FRESNO. THE BRASS DISK IS IN THE EASTERLY RIGHT-OF-WAY OF F.M. 521, AT THE JUNCTION OF DALLAS ROAD, SET IN THE TOP OF A CONCRETE HEADWALL, 38.0 FEET EAST OF THE CENTERLINE OF F.M. 521, 13.0 FEET SOUTH OF THE CENTERLINE OF DALLAS ROAD, AND 1.8 FEET EAST OF THE WEST END OF THE CONCRETE HEADWALL, AND IS APPROXIMATELY LEVEL WITH THE HIGHWAY AND THE ROAD.
ELEV. = 71.52 FEET, NGVD-29 (1978 ADJ.)
- BDD4 BENCHMARK: A BRASS DISK STAMPED 'MU-1' SET ON THE DOWNSTREAM SIDE OF A CONCRETE BRIDGE AT COUNTY ROAD 84 AND MUSTANG BAYOU AT STREAM CENTERLINE, EAST SIDE OF COUNTY ROAD 84, IN KEY MAP 652D NEAR UNIT D100-00-00.
ELEV. = 62.31 FEET, NAVD-88 (2001 ADJ) (ADD 1.65 FEET FOR NGVD-29 (1978 ADJ))
- TBM INDICATES TEMPORARY BENCHMARK: A BRASS DISK IN CONCRETE LOCATED +/- 607 FEET WEST OF THE SOUTH BOUND SERVICE ROAD OF STATE HWY 288 AND +/- 55 FEET NORTH OF THE NORTHERLY EDGE OF PAVEMENT OF COUNTY ROAD 101.
ELEV. = 63.64 FEET, NGVD-29 (1978 ADJ.)
- THIS TRACT LIES PARTIALLY IN ZONE "AE", PARTIALLY IN ZONE "X" (SHADED), AND PARTIALLY IN UNSHADED ZONE "XX" OF THE FEMA FLOOD INSURANCE RATE MAP FOR BRAZORIA COUNTY, TEXAS, MAP REVISED DECEMBER 30, 2020, MAP NO. 48038C0202K AND BY LETTER OF MAP REVISION BASED ON FILL (LOMR-F) DATED JANUARY 17, 2023, CASE NO. 23-06-0490A. THIS TRACT LIES PARTIALLY WITHIN THE 100-YEAR FLOODPLAIN.
LOTS HAVE BEEN REMOVED FROM THE FLOOD PLAIN AND LIE WITHIN ZONE "X" (SHADED) BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY LETTER OF MAP REVISION BASED ON FILL (LOMR-F) DATED JANUARY 17, 2023, CASE NO. 23-06-0490A.
- ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
- ANY CONSTRUCTION PROPOSED TO BE INSTALLED WITHIN A PROPERTY EASEMENT WITH PRESCRIBED RIGHTS TO A PRIVATE ENTITY MAY REQUIRE THE PERMISSION OF THE PRIVATE ENTITY PRIOR TO THE START OF CONSTRUCTION. FAILURE TO SECURE SUCH PERMISSION MAY RESULT IN THE RIGHT HOLDER(S) OF THE EASEMENT REMOVING ANY UNAPPROVED PAVEMENT, STRUCTURES, UTILITIES OR OTHER FACILITIES LOCATED WITHIN THE EASEMENT. THE RESPONSIBILITY OF SECURING APPROVAL FROM THE PRIVATE ENTITIES TO BUILD WITHIN AN EASEMENT IS SOLELY THAT OF THE OWNER.
- THE MINIMUM SLAB ELEVATION FOR ALL BUILDINGS LOCATED WITHIN THE BOUNDARIES OF THIS PLAT SHALL BE THE HIGHER OF (1) EITHER 18 INCHES ABOVE THE TOP OF CURB ELEVATION FOR A CURB STREET (2) 24 INCHES ABOVE THE 100 YEAR FLOODPLAIN WATER SURFACE ELEVATION FOR STRUCTURES TO BE LOCATED WITHIN THE 100 YEAR FLOODPLAIN. (3) 12 INCHES ABOVE FINISHED GRADE.
- ANY PROPOSED DRAINAGE SYSTEM FOR THIS SUBDIVISION SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE INCORPORATED LIMITS OF THE CITY OF MANVEL AND BRAZORIA DRAINAGE DISTRICT NO. 4.
- THIS PROPERTY IS LOCATED WITHIN BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICTS NO. 39 AND 40, THE INCORPORATED LIMITS OF THE CITY OF MANVEL, THE CITY OF MANVEL ETJ, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA DRAINAGE DISTRICT NO. 4, AT THE TIME OF PLATTING.
- ALL LANDSCAPING AND STRUCTURES, INCLUDING FENCES AT INTERSECTIONS SHALL CONFORM TO THE CITY OF MANVEL AND AASHTO SITE DISTANCE REQUIREMENTS FOR MOTORISTS.
- BOUNDARY CLOSURE CALCULATIONS IS AT LEAST 1:15,000.
- SIDEWALKS SHALL BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT OR LOT.
- THE FINAL PLAT WILL EXPIRE TWO (2) YEARS AFTER FINAL APPROVAL BY PD&Z. IF CONSTRUCTION OF THE IMPROVEMENTS HAS NOT COMMENCED WITHIN THE TWO-YEAR INITIAL PERIOD OR THE ONE-YEAR EXTENSION PERIOD GRANTED BY PD&Z.
- THE MINIMUM SETBACK AND MINIMUM LOT FRONTAGE REQUIREMENTS ARE BASED ON THE MASTER PLAT INCLUDED AS EXHIBIT "A" WITHIN THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT EFFECTIVE APRIL 17, 2023 AND RECORDED IN FILE NO. 2023017853, B.C.O.P.R.
- FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT MINIMUM SIDE YARD SETBACKS SHALL BE FIVE FEET, MINIMUM FRONT YARD SETBACKS SHALL BE 20 FEET FOR FRONT BUILDING LINE AND 25-FEET FOR GARAGES, AND MINIMUM SIDE YARDS SETBACKS FOR CORNER LOTS SHALL BE 20-FEET. SIDE YARD SETBACKS FOR CORNER LOTS THAT ARE ONLY ADJACENT TO OTHER SIDE YARDS SHALL HAVE A MINIMUM SIDE YARD SETBACK OF 15 FEET.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION PONDS, HAVE BEEN CONSTRUCTED.
- THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT.
- THE DEVELOPMENT REGULATIONS AND CITY PERMITS ARE REQUIRED ON ALL PROPERTY.
- THE FOLLOWING DEVELOPMENT AGREEMENTS WITH THE CITY OF MANVEL APPLY TO THIS PLAT:

DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 13, 2006

- 1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE SEPTEMBER 9, 2013
- 2ND AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JANUARY 26, 2015
- 3RD AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 1, 2016
- 4TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE AUGUST 22, 2016
- 5TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE JUNE 4, 2018
- 6TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 16, 2019
- 7TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE MARCH 15, 2021
- 8TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE DECEMBER 6, 2021
- 9TH AMENDMENT TO THE DEVELOPMENT AGREEMENT, EFFECTIVE APRIL 17, 2023
- A 2-YEAR MAINTENANCE BOND WILL BE REQUIRED FOR CONSTRUCTED IMPROVEMENTS.

FINAL PLAT OF
POMONA SECTION 26

A SUBDIVISION OF 29.564 ACRES OF LAND LOCATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 78 (A.K.A.) J.S. TALMAGE SURVEY, ABSTRACT 563, BRAZORIA COUNTY, TEXAS, BEING A PORTION OF LOTS 22, 23, 32, 33, AND 41-44, SECTION 78 OF THE ALLISON RICHEY GULF COAST HOME COMPANY PART OF SUBURBAN GARDENS, A SUBDIVISION OF RECORD IN VOLUME 2, PAGE 98, PLAT RECORDS OF BRAZORIA COUNTY, TEXAS (B.C.P.R.).

51 LOTS 4 RESERVES (15.191 ACRES) 2 BLOCKS

SEPTEMBER 7, 2023

JOB NO. 2149-4126P

OWNERS:

OWNERS:

MC 288, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832-336-6271

POMONA LAND, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832-336-6271

OWNERS:

OWNERS:

POMONA PHASE 4, LLC,
A TEXAS LIMITED LIABILITY COMPANY
RUSSELL BYNUM, GENERAL MANAGER-HOUSTON
3129 KINGSLEY DRIVE, SUITE 1340, PEARLAND, TEXAS 77584
PH: 832-336-6271

VPDF POMONA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY
BRENDAN BOSMAN, SENIOR MANAGING DIRECTOR
901 MARQUETTE AVENUE SOUTH, SUITE 3300,
MINNEAPOLIS, MINNESOTA 55404
PH: 952-893-1554

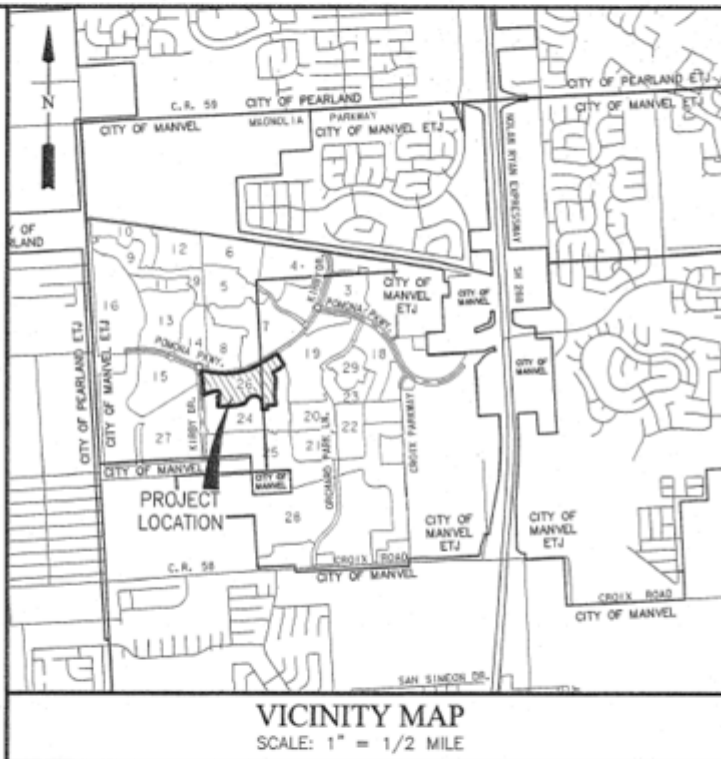
SURVEYOR:

ENGINEER:

LJA Surveying, Inc.
3600 W. Sam Houston Parkway S.
Suite 175
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382

LJA Engineering, Inc.
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449



BONDNO. US005412

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

THAT WE, Dream Finders Homes, LLC whose (street address/phone) is 14701 Philips Highway, Suite 300 Jacksonville, FL 32202 (713-917-9757), hereinafter called the Principal, and (Surety) Euler Hermes North America Insurance Company, a Corporation existing under and by virtue of the laws of the State of Maryland and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at (street address/phone) 800 Red Brook Boulevard, Owings Mills, MD 21117 (877-883-3224) whose officer residing in the State of Texas, authorized to accept service in all suites and actions brought within said State is (name/office) Paul Gilcrease/Euler Hermes North America Insurance Company, and whose (street address/phone) is 601 N. Mesa St., Suite 1550, El Paso, TX 79901 (915-206-6055), hereinafter called the Surety, and held and firmly bound unto Matt Sebesta, County Judge of Brazoria County, Texas or his successors in office, in the full sum of Two Hundred Forty Two Thousand Two Hundred Eighty and 63/100 Dollars (\$242,280.63) current, lawful money of the United States of America, to be paid to said Matt Sebesta, County Judge of Brazoria County, Texas or his successors in office, to which payment well and truly to be made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

WHEREAS, the said Principal is the owner of the following Subdivision(s):

Pomona Section 26

Located in Brazoria County, Texas; and,

WHEREAS, the Commissioners Court of Brazoria County, Texas, has promulgated certain rules, regulations and requirements relating to Subdivisions in Brazoria County, Texas, as more specifically set out in "Brazoria County Regulations of Subdivisions" as amended same being made a part hereof for all purposes, as though fully set out herein; wherein it is provided, among other things, that the owner of a Subdivision will construct the roads, streets, bridges and drainage in the right-of-way depicted on the plat thereof, in accordance with the specifications set out therein, and maintain such roads, streets, bridges and drainage in the right-of-way until such time as said roads, streets,

bridges and drainage in the right-of-way have been approved by the County Engineer and accepted for maintenance by the Commissioners Court of Brazoria County, Texas (or in the case of subdivisions, streets or roads designated as private in the plat approved by the County Engineer and accepted by the Homeowners Association).

It is further stipulated and understood that the approval of the map or plat of the above named Subdivision(s) is conditioned upon and subject to the strict compliance by the Principal herein with the aforesaid specifications, and that the terms of said specifications, including all deletions, additions, changes or modifications of any kind or character, constitute a contract between the County of Brazoria and Principal; and it is understood by the Principal that the approval of said map or plat of the above Subdivision(s) was obtained only by the undertaking of the Principal to so comply with the said regulations and specifications within a reasonable time, as set by the Commissioners Court of Brazoria County, Texas, and that without such undertaking such approval would have not been granted.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, his, her, their, or its heirs, executors, administrators, successors, assigns, and legal representatives, and each and every one of them to do in all things well and truly observe, perform, fulfill, keep and comply with all and singular the rules, regulations, requirements and specifications above referred to, including any deletions, additions, changes or modifications of any kind or character, in the construction and maintenance of all roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s) and that upon approval of the construction of said roads, streets, bridges and drainage in the right-of-way by the County Engineer, and upon the approval of such maintenance by the County Engineer, and upon acceptance of such roads, streets, bridges and drainage in the right-of-way by the Commissioners Court of Brazoria County, Texas, then this obligation to be void and of no force and effect.

The Principal and Surety hereon each agree, bind and obligate themselves to pay Matt Sebesta, County Judge of Brazoria County, State of Texas, or his successors in office, for the use and benefit of Brazoria County, all loss or damages to it occasioned by reason of the failure of the Principal to comply strictly with each and every provision contained in the rules, regulations, requirements and specifications above referred to relating to the construction and maintenance of roads, streets, bridges and drainage in the right-of-way in the above named Subdivision(s), and further agree, bind and obligate themselves to defend, save and keep harmless the County of Brazoria from any and all damages, expenses, and claims of every kind and character which the County of

Brazoria may suffer, directly or indirectly, as a result of the Principal's failure to comply with the rules, regulations and specifications relating to the construction and maintenance of the roads, streets, bridges and drainage in the right-of-way in the above names Subdivision(s).

The word Principal when used herein means Principal or Principals whether an individual, individuals, partnership, corporation, or other legal entity having the capacity to contract. The words Roads, Streets, Bridge and Drainage in the right-of-way used herein mean each and every road, street, bridge and drainage in the right-of-way in said Subdivision(s). The word Maintenance as used herein means all needful, necessary and proper care and repair from completion of the roads or streets and approval therefore by the County Engineer until acceptance of the roads and streets by the Commissioners Court. The word Surety when used herein means Surety or Sureties, and it is understood by the parties that any and all liabilities of any kind or character assumed or imposed upon the Principal by the terms hereof extends in full force and vigor to each and every Surety jointly and severally.

In the event of suit hereunder, such suit shall be brought in Brazoria County, Texas.

EXCUTED this 21st day of June, 2024.

ATTEST:

Secretary

Dream Finders Homes, LLC

Principal

By:

Robert E. Riva, Jr., Esq.

Euler Hermes North America Insurance Company

Surety

By:

James I. Moore, Attorney-in-Fact

APPROVED this _____ day of _____, 20 _____.

ATTEST:

Joyce Hudman
County Clerk

Matt Sebesta
County Judge
Brazoria County, Texas

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On June 21, 2024, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Euler Hermes North America Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275


Lisa Marotta, Notary Public



EULER HERMES NORTH AMERICA INSURANCE COMPANY
800 Red Brook Boulevard * Owings Mills, Maryland 21117

The number of persons authorized by this
Power of Attorney is not more than: 1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.


NAME	James I. Moore	ADDRESS	1411 Opus Place, Suite 450 Downers Grove, IL 60515	LIMIT OF POWER	
PRINCIPAL		OBLIGEE			\$50,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of November, 20 22.

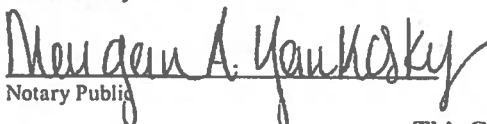



James Daly, President and CEO-The Americas


Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of November, 20 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.


Megan A. Yankovsky
Notary Public

Notarial Seal

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.


RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 21st day of June, 2024.




Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.13.

8/27/2024

Exception to Subdivision Platting for Diana Lucero, Jesus Lucero, Carolina Lucero and Jacob Zuniga (Precinct 4)

1) The Court finds that:

- a.) Diana Lucero, Jesus Lucero, Carolina Lucero and Jacob Zuniga has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and
- b.) The property to be divided is a 14.46 acre tract out of a called 20.00 acre tract and out of a called 35.655 acre tract, out of the division of the called 277.42 acre tract, T. J. McMillian Estate in the John Bradley Survey, Abstract 45, Brazoria County Texas, and conveyed to Diana Lucero, Jesus Lucero, Carolina Lucero and Jacob Zuniga in County Clerk's File Nos. 2022-055325 and 2022-055323 and 2023-039331; and
- c.) The 14.46 acre tract is to be divided into 3 tracts along County Road 30: Tract 28C2A with 5 acres and approximately 134.75 feet of frontage along CR 30, Tract 28C2B 2 with 5 acres and approximately 144.00 feet of frontage along CR 30, Tract 28C3 with 4.435 acres and approximately 141.77 feet of frontage along CR 30; and
- d.) The Brazoria County Environmental Health Department has provided a letter dated August 8, 2024 stating they have no objection to the proposed division, under certain conditions; and
- e.) This tract of land is in Brazoria County Drainage. Brazoria County Drainage has provided a letter dated September 14, 2023 stating they have no objection to the subdivision; and
- f.) The small subdivision approval requested by Diana Lucero, Jesus Lucero, Carolina Lucero and Jacob Zuniga 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 Diana Lucero, Jesus Lucero, Carolina Lucero and Jacob Zuniga 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:

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@brazoria-county.com. 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: Carolina Lucero

Phone: 713-653-3009

Name: Jesus Lucero

Date: Sept 5, 2023

Owner Signature: Carolina Lucero

Date: 8-5-23

Owner Signature: Jesus Lucero

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

Mailing Address: 5126 County Road 30 Angleton Tx. 77515

E-mail Address: gabeler@gmail.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: 14 (15.5)

Site Address or Legal Location, Abstract, CR #: 5126 C.R 30 Angleton Tx. 77515

Property ID#: 152816

Tax Account #:

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

Business or other structure with restrooms: _____

Private Water Well check: ☐ YES or ☐ NO

Public Water System MUD or Provider: _____



Brazoria County
Application for Property Adjustments

RECEIVED:

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: Diana Lucero

Phone: 979-328-5216

Name: _____

Owner Signature: Diana Lucero

Date: Sept. 5, 2023

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: 5126 CR. 30 Angleton Tx. 77515

E-mail Address: diana.x.lucero@centerpointenergy.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: 4.435 out of 14

Site Address or Legal Location, Abstract, CR #: 5114 CR 30

Property ID#: 152814

Tax Account #: 0045-0081-100

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

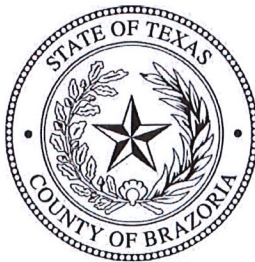
Business or other structure with restrooms: _____

Private Water Well check: ☐ YES or ☐ NO

Public Water System MUD or Provider: _____

Matt Hanks, P.E.
COUNTY ENGINEER

(979) 864-1265
Office



Wael Tabara, P.E., CFM
ASST. COUNTY ENGINEER

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

(979) 864-1270

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515
www.brazoriacountytx.gov

September 14, 2023

Carolina Lucero
5126 CR 30
Angleton, TX 77515

Subdivision: Carolina Lucero Property, Diana Lucero Property, and Jacob Zuniga Property

Address: 5114 CR 30 – PID 152814

Address: 5126 CR 30 - PID 669716

RE: Drainage Review – Carolina Lucero Property, Diana Lucero Property, and Jacob Zuniga Property,
Brazoria County, Texas.

To Whom It May Concern;

Brazoria County has completed the review of the above referenced request, as received on
September 6, 2023 and the County offers no objection.

Best Regards,

Cathy Fontenot
Development Coordinator



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

August 8, 2024

Carolina Lucero
 5126 CR 30
 Angleton, TX 77515

RE: Subdivision of Property

Subdivision Name (if applicable): Lucero Property

Legal Description of Property: (A0045 JOHN BRADLEY) Tract 28C2B & (A0045 JOHN BRADLEY) Tract 28C3

Site Address of Property: 5126 County Road 30, Angleton, TX 77515

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 proposed division consist of 14.00-acre tracts 28C2B and Tract 28C3 to be divided into three separate tracts. On August 8, 2024 a final proposed survey was received describing new tracts to be 5-acre Tract 28C2A with a 2023 mobile home and pending OSSF, 5.000-acre Tract 28C2B with a 1994 mobile home and a permitted OSSF (9417105666) and 4.435-acre Tract 28C3 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 (A0045 JOHN BRADLEY) Tract 28C2B & (A0045 JOHN BRADLEY) Tract 28C3 in Brazoria County, Texas.

Sincerely,

Jodie Vice, DR # OS0024815

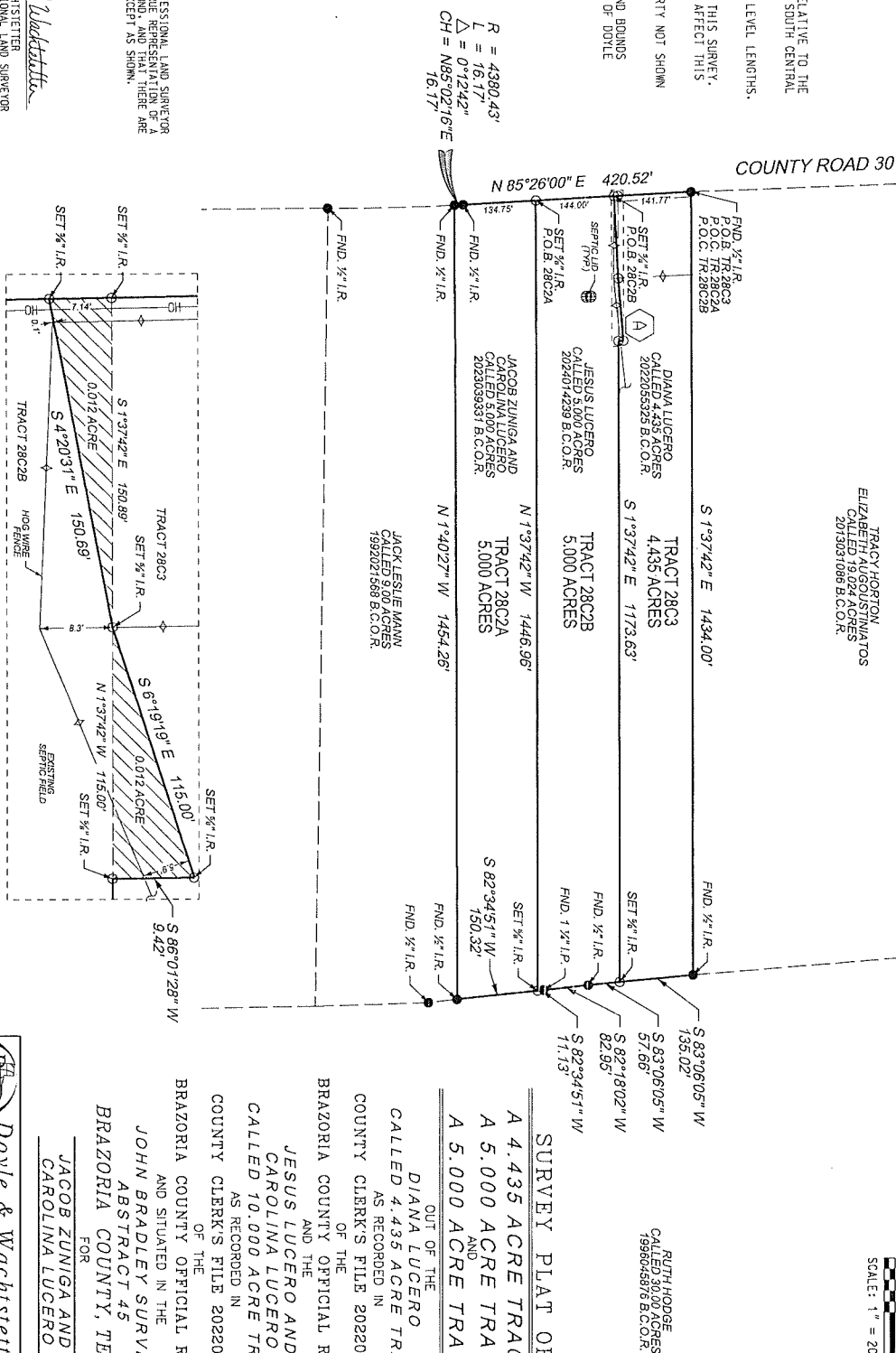
Director

Brazoria County Environmental Health

JOHN BRADLEY SURVEY
ABSTRACT 45

- 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 = 0.9998687717)
3. NO TITLE COMMITMENT WAS REQUIRED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD THAT AFFECT THIS PROPERTY NOT SHOWN HEREON.
4. THERE ARE IMPROVEMENTS ON THIS PROPERTY NOT SHOWN HEREON.
5. THIS PLAN IS ACCOMPANIED BY METES AND BOUNDS DESCRIPTIONS ON FILE IN THE OFFICES OF BUTTE AND WACHSHEITER, INC.

TRACY HORTON
ELIZABETH AUGUSTINIATOS
CALLED 19.024 ACRES
2013031086 B.C.O.R.



SURVEY PLAT OF

A 4.435 ACRE TRACT,
A 5.000 ACRE TRACT
AND
A 5.000 ACRE TRACT

OUT OF THE
DIANA LUCERO
CALLED 4.435 ACRE TRACT
AS RECORDED IN
COUNTY CLERKS FILE 2022055325

RAZORIA COUNTY OFFICIAL RECORDS
AND THE
JESUS LUCERO AND
CAROLINA LUCERO
CALLED 10.000 ACRE TRACT
AS RECORDED IN
COUNTY CLERK'S FILE 20202055923

OF THE
BRAZORIA COUNTY OFFICIAL RECORDS
AND SITUATED IN THE
JOHN BRADLEY SURVEY
ABSTRACT 45
BRAZORIA COUNTY, TEXAS

JACOB ZUNIGA AND
CAROLINA LUCERO



Christopher C. Wachstetter
CHRISTOPHER C. WACHSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 6587

DETAIL
N.T.S



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
1400 N. 10th St., Suite 100, Lincoln, NE 68502
402/441-1111

OFFICE: 979.265.3622	FIRM NO.: H0021500	FAX: 979.265.9940
SURVEYED: 12-11-23	BODK NO.: ANGLETON VOL. 37	PROJECT NO.: 15751-23-01
DRAWN BY: C. SCHIA	12-13-23	CHECKED: CCM 12-18-23
		REVISIED: CCM 8-1-23

***Doyle & Wachtstetter, Inc***

Surveying and Mapping • GPS/GIS

**5.000 ACRES – TRACT 28C2A
JOHN BRADLEY SURVEY, ABSTRACT 45
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2**

ALL THAT CERTAIN 5.000 ACRES of land being that same tract conveyed to Jacob Zuniga and Carolina Lucero in County Clerk's File 2023039331 of the Brazoria County Official Records and being out of a called 10.000 acre tract described in County Clerk's File 2022055323 of the Brazoria County Official Records and being out of a called 14.46 acre tract described in County Clerk's File 2007009716 of the Brazoria County Official Records and out of the called 277.42 acre J. T. McMillian Estate and situated in the John Bradley Survey, Abstract 45, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1/2" iron rod in the south right-of-way line of County Road 30 and marking the northeast corner of the aforementioned 14.46 acre tract, same being the northeast corner of a called 4.435 acre tract conveyed to Diana Lucero in County Clerk's File 2022055325 of the Brazoria County Official Records, same being the northwest corner of a called 19.024 acre tract conveyed to Tracy Horton and Elizabeth Augoustiniatos in County Clerk's File 2013031086 of the Brazoria County Official Records;

THENCE South 85°26'00" West, along the south right-of-way line of County Road 30, same being the north line of said Lucero 4.435 acre tract, same being the north line of said 14.46 acre tract, at a distance of 134.63 feet pass a set 5/8" iron rod marking the northeast corner of a 5.000 acre tract, known as Tract 28C2B and conveyed to Jesus Lucero in County Clerk's File 2024014239 of the Brazoria County Official Records and continue to a total distance of 285.77 feet to a set 5/8" iron rod for corner for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 1°37'42" East, coincident with the west line of said Tract 28C2B, a distance of 1446.96 feet to a set 5/8" iron rod for corner in the south line of said 14.46 acre tract, same being the north line of a called 30.00 acre tract conveyed to Ruth Hodge in County Clerk's File 1996045876 of the Brazoria County Official Records;

THENCE South 82°34'51" West, coincident with the south line of said 14.46 acre tract, same being the north line of said Hodge 30.00 acre tract, a distance of 150.32 feet to a found 1/2" iron rod for corner marking the southeast corner of a called 9.00 acre tract conveyed to Jack Leslie Mann in County Clerk's File 1992021568 of the Brazoria County Official Records;

**5.000 ACRES – TRACT 28C2A
JOHN BRADLEY SURVEY, ABSTRACT 45
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2**

THENCE North $1^{\circ}40'27''$ West, coincident with the east line of said 9.00 acre tract, same being the west line of said 14.46 acre tract, a distance of 1454.26 feet to a found 1/2" iron rod for corner in the south right-of-way line of County Road 30;

THENCE along the south right-of-way line of County Road 30, same being the north line of said 14.46 acre tract, along a curve to the left having a radius of 4380.43 feet and central angle of $0^{\circ}12'42''$ for an arc length of 16.17 feet to a found 1/2" iron rod for corner (the chord of said curve having a bearing of North $85^{\circ}02'16''$ East and a distance of 16.17 feet);

THENCE North $85^{\circ}26'00''$ East, along the south right-of-way line of County Road 30, same being the north line of said 14.46 acre tract, a distance of 134.75 feet to the **POINT OF BEGINNING**, containing 5.000 acres of land, more or less.

Christopher C. Wachtstetter

**Christopher C. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 6587
July 24, 2023**



This description is based on a survey, a plat of which, dated July 24, 2023 is on file in the office of Doyle & Wachtstetter, Inc.



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**5.000 ACRES – TRACT 28C2B
JOHN BRADLEY SURVEY, ABSTRACT 45
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2**

ALL THAT CERTAIN 5.000 ACRES of land being out of a called 5.000 acre tract conveyed to Jesus Lucero in County Clerk's File 2024014239 of the Brazoria County Official Records, out of a called 10.000 acre tract described in County Clerk's File 2022055323 of the Brazoria County Official Records and a called 4.435 acre tract conveyed to Diana Lucero in County Clerk's File 2022055325 of the Brazoria County Official Records and being out of a called 14.46 acre tract described in County Clerk's File 2007009716 of the Brazoria County Official Records and out of the called 277.42 acre J. T. McMillian Estate and situated in the John Bradley Survey, Abstract 45, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1/2" iron rod in the south right-of-way line of County Road 30 and marking the northeast corner of the aforementioned 14.46 acre tract, same being the northeast corner of said Lucero 4.435 acre tract, same being the northwest corner of a called 19.024 acre tract conveyed to Tracy Horton and Elizabeth Augoustiniatos in County Clerk's File 2013031086 of the Brazoria County Official Records;

THENCE South 85°26'00" West, along the south right-of-way line of County Road 30, same being the north line of said Lucero 4.435 acre tract, same being the north line of said 14.46 acre tract, at a distance of 134.63 feet pass a set 5/8" iron rod marking the northwest corner of said Lucero 4.435 acre tract, same being the northeast corner of said Lucero 5.000 acre tract and continue a total distance of 141.77 feet to a set 5/8" iron rod for corner for the **POINT OF BEGINNING** of the herein described tract;

THENCE South 4°20'31" East, a distance of 150.69 feet to a set 5/8" iron rod for corner in the west line of said Lucero 4.435 acre tract, same being the east line of said Lucero 5.000 acre tract;

THENCE South 6°19'19" East, a distance of 115.00 feet to a set 5/8" iron rod for corner;

THENCE South 86°01'28" West, a distance of 9.42 feet to a set 5/8" iron rod for corner in the west line of said Lucero 4.435 acre tract, same being the east line of said Lucero 5.000 acre tract;

**5.000 ACRES – TRACT 28C2B
JOHN BRADLEY SURVEY, ABSTRACT 45
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2**

THENCE South $1^{\circ}37'42''$ East, coincident with the west line of said Lucero 4.435 acre tract, same being the east line of said Lucero 5.000 acre tract, a distance of 1173.63 feet to a set $5/8''$ iron rod for corner in the south line of said 14.46 acre tract, same being the north line of a called 30.00 acre tract conveyed to Ruth Hodge in County Clerk's File 1996045876 of the Brazoria County Official Records;

THENCE South $83^{\circ}06'05''$ West, coincident with the south line of said 14.46 acre tract, same being the north line of said Hodge 30.00 acre tract, same being the south line of said Lucero 5.000 acre tract, a distance of 57.66 feet to a found $1/2''$ iron rod for corner;

THENCE South $82^{\circ}18'02''$ West, coincident with the south line of said 14.46 acre tract, same being the north line of said Hodge 30.00 acre tract, same being the south line of said Lucero 5.000 acre tract, a distance of 82.95 feet to a found $1-1/4''$ iron pipe for corner;

THENCE South $82^{\circ}34'51''$ West, coincident with the south line of said 14.46 acre tract, same being the north line of said Hodge 30.00 acre tract, same being the south line of said Lucero 5.000 acre tract, a distance of 11.13 feet to a set $5/8''$ iron rod for corner marking the southeast corner of a called 5.000 acre tract conveyed to Jacob Zuniga and Carolina Lucero in County Clerk's File 2023039331 of the Brazoria County Official Records;

THENCE North $1^{\circ}37'42''$ West, coincident with the east line of said Zuniga and Lucero 5.000 acre tract, a distance of 1446.96 feet to a set $5/8''$ iron rod for corner in the south right-of-way line of County Road 30, same being the north line of said 14.46 acre tract, same being the north line of said Lucero 5.000 acre tract;

THENCE North $85^{\circ}26'00''$ East, along the south right-of-way line of County Road 30, same being the north line of said 14.46 acre tract, same being the north line of said Lucero 5.000 acre tract, a distance of 144.00 feet to the **POINT OF BEGINNING**, containing 5.000 acres of land, more or less.

Christopher C. Wachtstetter
Christopher C. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 6587
December 11, 2023



This description is based on a survey, a plat of which, revised December 11, 2023 is on file in the office of Doyle & Wachtstetter, Inc.

***Doyle & Wachtstetter, Inc***

Surveying and Mapping • GPS/GIS

**4.435 ACRES – TRACT 28C3
JOHN BRADLEY SURVEY, ABSTRACT 45
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2**

ALL THAT CERTAIN 4.435 ACRES of land being out of a called 5.000 acre tract conveyed to Jesus Lucero in County Clerk's File 2024014239 of the Brazoria County Official Records, out of a called 10.000 acre tract described in County Clerk's File 2022055323 of the Brazoria County Official Records and a called 4.435 acre tract conveyed to Diana Lucero in County Clerk's File 2022055325 of the Brazoria County Official Records and being out of a called 14.46 acre tract described in County Clerk's File 2007009716 of the Brazoria County Official Records and out of the called 277.42 acre J. T. McMillian Estate and situated in the John Bradley Survey, Abstract 45, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

BEGINNING at a found 1/2" iron rod in the south right-of-way line of County Road 30 and marking the northeast corner of the aforementioned 14.46 acre tract, same being the northeast corner of said Lucero 4.435 acre tract, same being the northwest corner of a called 19.024 acre tract conveyed to Tracy Horton and Elizabeth Augoustiniatos in County Clerk's File 2013031086 of the Brazoria County Official Records;

THENCE South 1°37'42" East, coincident with the west line of the said Horton and Augoustiniatos 19.024 acre tract, a distance of 1434.00 feet to a found 1/2" iron rod for corner marking the south corner of said 14.46 acre tract, same being the north line of a called 30.00 acre tract conveyed to Ruth Hodge in County Clerk's File 1996045876 of the Brazoria County Official Records

THENCE South 83°06'05" West, coincident with the south line of said 14.46 acre tract, same being the north line of said Hodge 30.00 acre tract, a distance of 135.02 feet to a set 5/8" iron rod for corner marking the southeast corner of a said Lucero 5.000 acre tract;

THENCE North 1°37'42" West, coincident with the east line of said Lucero 5.000 acre tract, same being the west line of said Lucero 4.435 acre tract, a distance of 1173.63 feet to a set 5/8" iron rod for corner;

THENCE North 86°01'28" East, a distance of 9.42 feet to a set 5/8" iron rod for corner;

THENCE North 6°19'19" West, a distance of 115.00 feet to a set 5/8" iron rod for corner in the east line of said Lucero 5.000 acre tract, same being the west line of said Lucero 4.435 acre tract;

**4.435 ACRES – TRACT 28C3
JOHN BRADLEY SURVEY, ABSTRACT 45
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2**

THENCE North 4°20'31" West, a distance of 150.69 feet to a set 5/8" iron rod for corner in the south right-of-way line of County Road 30, same being the north line of said Lucero 5.000 acre tract, same being the north line of said 14.46 acre tract;

THENCE North 85°26'00" East, along the south right-of-way line of County Road 30, same being the north line of said 14.46 acre tract, same being the north line of said Lucero 5.000 acre tract, at a distance of 7.14 feet pass a set 5/8" iron rod marking the northwest corner of said Lucero 4.435 acre tract and continue to a total distance of 141.77 feet to the **POINT OF BEGINNING**, containing 4.435 acres of land, more or less.


Christopher C. Wachtstetter

Christopher C. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 6587
December 11, 2023



This description is based on a survey, a plat of which, revised December 11, 2023 is on file in the office of Doyle & Wachtstetter, Inc.

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

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

Tax Certificate
 Property Account Number:
00450081107

Statement Date: 09/29/2023
Owner: LUCERO JESUS & CAROLINA
Mailing Address: 5126 COUNTY ROAD 30
 ANGLETON TX 775158058

Property Location: 0005126 COUNTY ROAD 30
Legal: A0045 JNO BRADLEY TRACT
 28C2-28C3B ACRES 10.00 SN1
 6V530661GA SN2 6V530661GB
Acres: HUD# LOU0044946 HUD#2
 LOU0044947 TITLE # 00237908

TAX CERTIFICATE FOR ACCOUNT : 00450081107
 AD NUMBER: 669716
 GF NUMBER:
 CERTIFICATE NO : 1971786

FEE : \$10.00
 DATE : 9/29/2023

COLLECTING AGENCY
 Brazoria County
 111 E. Locust
 Angleton TX 77515

CURRENT VALUES 2,022
 APPRAISED VALUE: 197,440
 EXEMPTIONS:

REQUESTED BY
 CAROLINA LUCERO

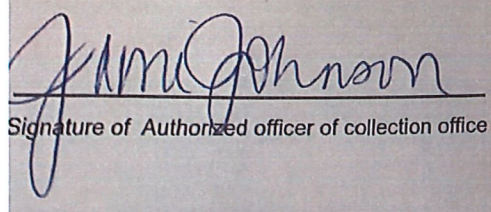
 5126 CR 30S
 ANGLETON TX 77515

YEAR	TAX UNIT
2022	ANGLETON - DANBURY HOSPITAL
2022	ANGLETON ISD
2022	BC EMERGENCY SERVICES #3
2022	BRAZORIA COUNTY
2022	PORT FREEPORT
2022	SPECIAL ROAD & BRIDGE

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 2023 HAVE NOT BEEN CALCULATED.

ACCOUNT NUMBER: 00450081107 CERTIFICATE NO : 1971786
 TOTAL CERTIFIED TAX DUE 9/2023 : \$0.00



 9/29/23
 Signature of Authorized officer of collection office Date

*10/11/23
 Mobile Home
 11/1/23*

GF# 2104019 GAT-80E-RECORDED ON 8-30-2023# 2023039331

189

AFTER RECORDING MAIL TO:

Jacob Zuniga and Carolina Lucero
5126 County Road 30
Angleton, TX 77515

Prepared By:

Robertson Anschutz Vettors, LLC
10850 Richmond Avenue, Suite 350
Houston, TX 77042

File Number: 2104069

GENERAL WARRANTY DEED

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

THAT **Jesus Lucero**, a single person and **Carolina Lucero**, a single person, hereinafter called "**Grantor**", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by **Jacob Zuniga**, a single person and **Carolina Lucero**, a single person, hereinafter called "**Grantee**", whose mailing address is **5126 County Road 30, Angleton, TX 77515**, the receipt and sufficiency of which is hereby acknowledged, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in **Brazoria County, Texas**, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

TO HAVE AND TO HOLD the above described Property together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Executed date: August 29, 2023

Jesus Lucero

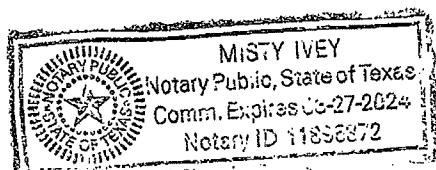
Jesus Lucero

Carolina Lucero

Carolina Lucero

State of Texas
 County of Brazoria

This instrument was acknowledged before me on [Date] August 29, 2023 by Jesus Lucero,
 and Carolina Lucero.



(Official Seal or Stamp)

[Signature]
 Notary Public (Signature of Notarial Officer)

(Printed Name of Notarial Officer)

My commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

File No.: 2104069

ALL THAT CERTAIN 5.000 ACRES of land being out of a called 10.000 acre tract conveyed to Jesus Lucero and Carolina Lucero in County Clerk's File 22-055323 of the Brazoria County Official Records and being out of a called 14.46 acre tract described in County Clerk's File 07-009716 of the Brazoria County Official Records and out of the called 277.42 acre J. T. McMillian Estate and situated in the John Bradley Survey, Abstract 45, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1/2" iron rod in the south right-of-way line of County Road 30 and marking the northeast corner of the aforementioned 14.46 acre tract, same being the northeast corner of a called 4.435 acre tract conveyed to Diana Lucero in County Clerk's File 22-055325 of the Brazoria County Official Records, same being the northwest corner of a called 19.024 acre tract conveyed to Tracy Horton and Elizabeth Augoustiniatos in County Clerk's File 13-031086 of the Brazoria County Official Records;

THENCE South 85° 26' 00" West, along the south right-of-way line of County Road 30, same being the north line of said Lucero 4.435 acre tract, same being the north line of said 14.46 acre tract, at a distance of 134.63 feet pass a set 5/8" iron rod marking the northeast corner of a 5.000 acre tract, known as Tract 28C2B and described by this author on this even date and continue to a total distance of 285.77 feet to a set 5/8" iron rod for corner for the POINT OF BEGINNING of the herein described tract;

THENCE South 1° 37' 42" East, coincident with the west line of said Tract 28C2B, a distance of 1446.96 feet to a set 5/8" iron rod for corner in the south line of said 14.46 acre tract, same being the north line of a called 30.00 acre tract conveyed to Ruth Hodge in County Clerk's File 96- 045876 of the Brazoria County Official Records;

THENCE South 82° 34' 51" West, coincident with the south line of said 14.46 acre tract, same being the north line of said Hodge 30.00 acre tract, a distance of 150.32 feet to a found 1/2" iron rod for corner marking the southeast corner of a called 9.00 acre tract conveyed to Jack Leslie Mann in County Clerk's File 92-021568 of the Brazoria County Official Records;

THENCE North 1° 40' 27" West, coincident with the east line of said 9.00 acre tract, same being the west line of said 14.46 acre tract, a distance of 1454.26 feet to a found 1/2" iron rod for corner in the south right-of-way line of County Road 30;

THENCE along the south right-of-way line of County Road 30, same being the north line of said 14.46 acre tract, along a curve to the left having a radius of 4380.43 feet and central angle of 0° 12' 42" for an arc length of 16.17 feet to a found 1/2" iron rod for corner (the chord of said curve having a bearing of North 85°02' 16" East and a distance of 16.17 feet);

THENCE North 85° 26' 00" East, along the south right-of-way line of County Road 30, same being the north line of said 14.46 acre tract, a distance of 134.75 feet to the POINT OF BEGINNING containing 5.000 acres of land, more or less.

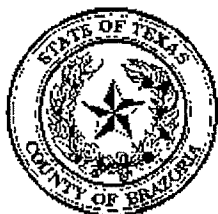
NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

FILED and RECORDED

Instrument Number: 2023039331

Filing and Recording Date: 08/30/2023 09:16:54 AM Pages: 6 Recording Fee: \$47.00

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.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

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.

ccclerk-emily

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

Warranty Deed with Vendor's Lien

Date: JUN 30, 2022

Grantor: KATHRYN FALK

Grantor's Mailing Address:

33 COLLEGE PLACE
BROOKLYN, NEW YORK 11201

Grantee: DIANA LUCERO

4.435 AC

Grantee's Mailing Address:

5126 COUNTY ROAD 30 SOUTH
ANGLETON, TEXAS 77515

Consideration:

A note of even date executed by Grantee and payable to the order of Grantor in the principal amount of SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$78,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to MICHAEL A. CULLING, trustee.

After recording, return to:



Prepared in the Office of:

Michael A. Culling, Attorney
P. O. Box 465, Manvel, Texas 77578

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Property (including any improvements):

All that certain 4.435 acre tract out of a called 14.46 acre tract conveyed to Kathryn Falk as recorded in County Clerk's File 07-009716 of the Brazoria County Official Records and being out of the called 277.42 acre J. T. McMillian Estate, and situated in the John Bradley Survey, Abstract 45, Brazoria County, Texas, and more particularly described by metes and bounds on the attached Property Exhibit.

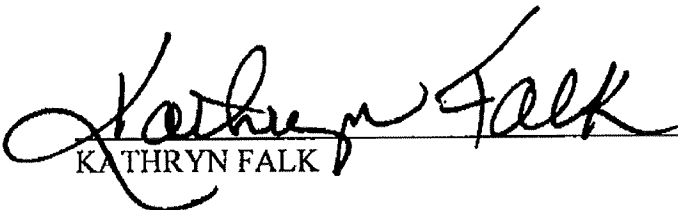
Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the 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 Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

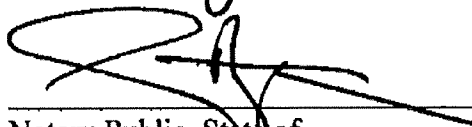
When the context requires, singular nouns and pronouns include the plural.


KATHRYN FALK

3

THE STATE OF New York
COUNTY OF Kings)

This instrument was acknowledged before me on June 30,, 2022, by
KATHRYN FALK.

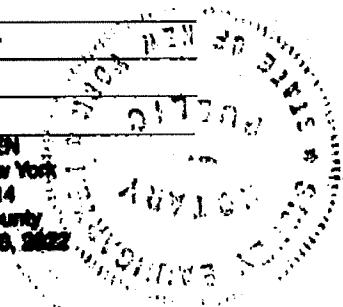


Notary Public, State of _____

Printed Name of Notary: _____

My commission expires: _____

SIDNEY BAUMGARTEN
Notary Public, State of New York
Reg. No. 02BA8155514
Qualified in New York County
Commission Expires Nov. 20, 2022





Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

4.435 ACRES

JOHN BRADLEY SURVEY, ABSTRACT 45

BRAZORIA COUNTY, TEXAS

ALL THAT CERTAIN 4.435 ACRE TRACT out of a called 14.46 acre tract conveyed to Kathryn Falk as recorded in County Clerk's File 07-009716 of the Brazoria County Official Records and being out of the called 277.42 acre J. T. McMillian Estate, and situated in the John Bradley Survey, Abstract 45, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, (NAD 83) in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

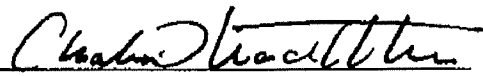
BEGINNING at a found 1/2" iron rod in the south right-of-way line of County Road 30 (Sims Road) marking the northeast corner of the aforementioned Kathryn Falk tract, same being the northwest corner of a called 19.024 acre tract conveyed to Tracy Horton and Elizabeth Augoustiniatos recorded in County Clerk's File 13-031086 of the Brazoria County Official Records;

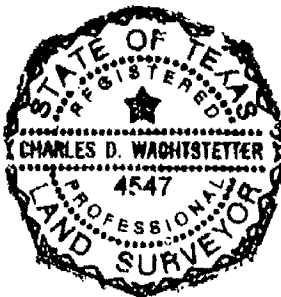
THENCE South 1°37'42" East, coincident with the common line between the Kathryn Falk tract and the Tracy Horton and Elizabeth Augoustiniatos tract, a distance of 1434.00 feet to a found 1/2" iron rod for corner marking the southwest corner of the said Tracy Horton and Elizabeth Augoustiniatos tract, same being found in the north line of a called 30.00 acre tract conveyed to Ruth Hodge being recorded in County Clerk's File 96-045876 of the Brazoria County Official Records;

THENCE South 83°06'05" West, coincident with a south line of said Falk 14.46 acre tract, same being the north line of said Hodge 30.00 acre tract, a distance of 135.02 feet to a set 5/8" iron rod for corner;

THENCE North 1°37'42" West, a distance of 1439.50 feet to a set 5/8" iron rod for corner in the south right-of-way line of Brazoria County Road 30, same being the north line of the said Falk 14.46 acre tract;

THENCE North 85°26'00" East, coincident with the south right-of-way line of County Road 30, same being the north line of the said Falk 14.46 acre tract, a distance of 134.63 feet to the **POINT OF BEGINNING**, containing 4.435 acres of land, more or less.


Charles D. Wachtstetter
 Registered Professional Land Surveyor
 Texas Registration Number 4547
 November 5, 2021



This description is based on a survey, a plat of which, dated November 5, 2021 is on file in the offices of Doyle & Wachtstetter, Inc.

131 Commerce Street • Clute, Texas 77531-5601

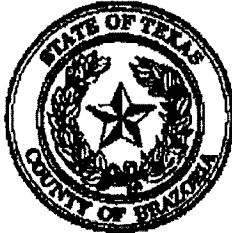
Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

FILED and RECORDED

Instrument Number: 2022055325

Filing and Recording Date: 09/26/2022 03:05:11 PM Pages: 5 Recording Fee: \$38.00

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.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

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-kali

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.

Correction Warranty Deed

Date: June 20, 2022

Grantor: KATHRYN FALK

Grantor's Mailing Address:

33 COLLEGE PLACE
BROOKLYN, NEW YORK 11201

Grantee: JESUS LUCERO and CAROLINA LUCERO

Grantee's Mailing Address:

5126 COUNTY ROAD 30
ANGLETON, TEXAS 77515

Consideration:

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

That certain 10.000 acre tract out of a called 14.46 acre tract described on Exhibit A attached hereto, in Brazoria County, Texas

After recording, return to:

Prepared in the Office of:

Michael A. Culling, Attorney
P. O. Box 465, Manvel, Texas 77578

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

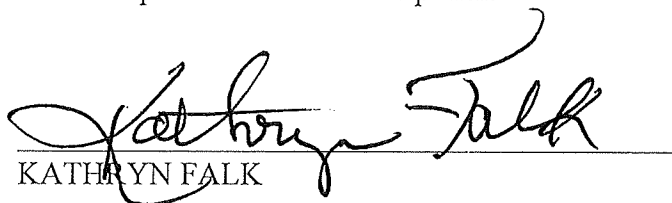
Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the 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 Exceptions to Conveyance and Warranty.

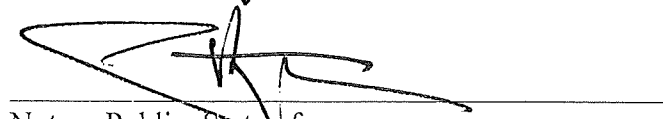
This Deed is given to correct the legal description on the Deed dated January 29, 2014, recorded under file record no. 2016029291, Deed Records of Brazoria County, Texas.

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

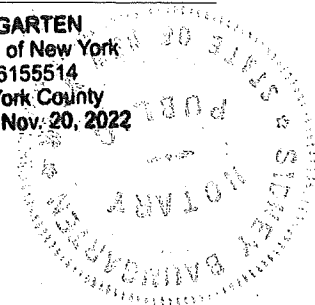

KATHRYN FALK

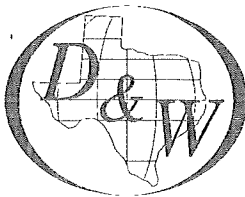
THE STATE OF New York
COUNTY OF Kings)

This instrument was acknowledged before me on June 30, 2022, by KATHRYN FALK.


Notary Public, State of _____
Printed Name of Notary: _____
My Commission Expires: _____

SIDNEY BAUMGARTEN
Notary Public, State of New York
Reg. No. 02BA6155514
Qualified in New York County
Commission Expires Nov. 20, 2022





Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

10.000 ACRES

JOHN BRADLEY LEAGUE, ABSTRACT 45

BRAZORIA COUNTY, TEXAS

PAGE 1 OF 2

ALL THAT CERTAIN 10.000 ACRE TRACT out of a called 14.46 acre tract conveyed to Kathryn Falk as recorded in County Clerk's File 07-009716 of the Brazoria County Official Records, being out of the called 277.42 acre J.T. McMillian Estate and situated in the John Bradley League, Abstract 45, Brazoria County, Texas, and being more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, (NAD 83) in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1/2" iron rod in the south right-of-way line of County Road 30 (Sims Road) marking the northeast corner of the aforementioned Kathryn Falk tract, same being the northwest corner of a called 19.024 acre tract conveyed to Tracy Horton and Elizabeth Augoustiniatos recorded in County Clerk's File 13-031086 of the Brazoria County Official Records;

THENCE South 85°26'00" West, coincident with the south right-of-way line of County Road 30, same being the north line of the said Falk 14.46 acre tract, a distance of 134.63 feet to a set 5/8" iron rod for the **POINT OF BEGINNING** of the herein described 10.000 acre tract;

THENCE South 1°37'42" East, a distance of 1439.50 feet to a set 5/8" iron rod for corner in a south line of the Falk 14.46 acre tract, same lying in the north line of a called 30.000 acre tract conveyed to Ruth Hodge and recorded in County Clerk's File 96-045876 of the Brazoria County Official Records;

THENCE South 83°06'05" West, coincident with a north line of the said Ruth Hodge tract, a distance of 57.66 feet to a found 1/2" iron rod for corner;

THENCE South 82°18'02" West, coincident with a north line of the said Ruth Hodge tract, a distance of 82.95 feet to a found 1 1/4" iron pipe for corner;

THENCE South 82°34'51" West, coincident with the north line of the said Ruth Hodge tract, a distance of 161.45 feet to a found 1/2" iron rod marking the southeast corner of a called 9.000 acre tract conveyed to Jack Leslie Mann recorded in County Clerk's File 92-021568 of the Brazoria County Official Records;

THENCE North 1°40'27" West, coincident with the east line of the said Jack Leslie Mann tract, a distance of 1454.26 feet to a found 1/2" iron rod marking the northeast corner of the said Jack Leslie Mann tract, same being in the south right-of-way line of County Road 30;


131 Commerce Street • Clute, Texas 77531-5601

Phone: 979-265-3622 • Fax: 979-265-9940 • Email: DW-Surveyor.com

10.000 ACRES
JOHN BRADLEY LEAGUE, ABSTRACT 45
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2

THENCE coincident with the south right-of-way line of County Road 30 and along a curve to the left having a radius of 4380.43 feet and a central angle of $0^{\circ}12'42''$ for an arc length of 16.17 feet to a found $\frac{1}{2}$ " iron rod for corner (the chord of said curve having a bearing of North $85^{\circ}02'16''$ East and a distance of 16.17 feet);

THENCE North $85^{\circ}26'00''$ East, coincident with the south right-of-way line of County Road 30, same being the north line of the Falk 14.46 acre tract, a distance of 285.89 feet to the **POINT OF BEGINNING**, containing 10.000 acres of land, more or less.


Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
November 5, 2021



This description is based on a survey, a plat of which, dated November 5, 2021 is on file in the offices of Doyle & Wachtstetter, Inc.

FILED and RECORDED

Instrument Number: 2022055323

Filing and Recording Date: 09/26/2022 03:05:11 PM Pages: 5 Recording Fee: \$38.00

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.



A handwritten signature in cursive script, appearing to read "Joyce Hudman".

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-kali

Release of Lien**Basic Information****Date:**June 30, 2022**Holder of Note and Lien:** KATHRYN FALK**Holder's Mailing Address:**33 COLLEGE PLACE
BROOKLYN, NEW YORK 11201**Note****Date:** June 15, 2016**Original principal amount:** \$48,822.76**Borrower:** JESUS LUCERO and CAROLINA LUCERO**Lender:** KATHRYN FALK**Maturity date:** November 21, 2021

Note and Lien Are Described in the Following Documents ("Lien Documents"): Warranty Deed with Vendor's Lien and Option to Purchase dated January 30, 2014, Document No. 2016029291, and Deed of Trust, Document No. 2016029292, dated June 15, 2016, both recorded in the real property records of the County Clerk of Brazoria County, Texas

After recording, return to:

Prepared in the Office of:

Michael A. Culling, Attorney
P. O. Box 465, Manvel, Texas 77578

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Property (including any improvements):

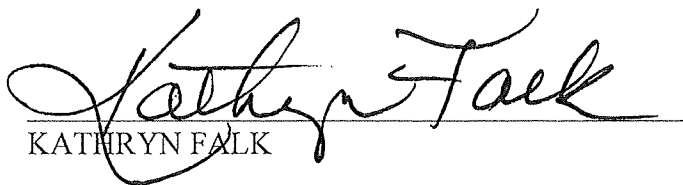
That certain 10.06 acre tract described as the 14.46 acre tract described on Exhibit A attached hereto, less the 4.4 acre tract described on Exhibit B attached hereto, in the John Bradley Survey, Abstract 45, Brazoria County, Texas.

Release of Lien and Security Interests

Holder is the owner and holder of the Note and Lien.


Holder releases the Property from all liens and security interests held by Holder granted in the Lien Documents.

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


KATHRYN FALK

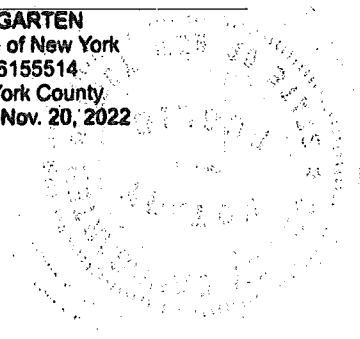
THE STATE OF New York
COUNTY OF Kings)

This instrument was acknowledged before me on June 30, 2022, by
KATHRYN FALK.



Notary Public, State of _____
Printed Name of Notary: _____
My Commission Expires: _____

SIDNEY BAUMGARTEN
Notary Public, State of New York
Reg. No. 02BA6155514
Qualified in New York County
Commission Expires Nov. 20, 2022



FIELD NOTES OF A 14.46 ACRE TRACT OUT OF A CALLED 20.00 ACRE TRACT AND OUT OF A CALLED 35.655 ACRE TRACT, OUT OF THE DIVISION OF THE CALLED 277.42 ACRE T. J. McMillian Estate IN THE JOHN BRADLEY SURVEY, ABSTRACT 45, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found marking the Southwest corner of said called 35.655 Acre Tract; said rod lying in the South line of said T. J. McMillian Estate;

THENCE; North 89 degrees 14 minutes 26 seconds East 216.32 feet, along the South line of said called 35.655 Acre Tract, to a 1/2" iron rod found for angle point;

THENCE; North 84 degrees 09 minutes 24 seconds East 53.10 feet, along the South line of said called 35.655 acre tract, to a 1/2" iron rod found for the place of beginning of the herein described tract, said rod also marking the Southeast corner of a 9.00 acre tract out of said called 35.655 acres;

THENCE; North 1454.31 feet, along the East line of said 9.00 Acre Tract, to a 1/2" iron rod found for corner in the South right-of-way line of County Road 30, said rod also marking the Northeast corner of said 9.00 acres;

THENCE; Along the South right-of-way line of County Road 30, around a curve to the left having a radius of 4380.43 feet, for a distance of 16.01 feet to a 1/2" iron rod set for corner, the chord of said curve bears North 87 degrees 11 minutes East 16.01 feet;

THENCE; North 87°04'43" East, along the South right-of-way line of County Road 30, at 145.57 feet pass the East line of said called 35.655 Acre Tract and continue to a total distance of 420.55 feet to a 1/2" iron rod set for corner in the East line of said called 20.00 Acre Tract;

THENCE; South 0°01'06" East 1436.90 feet, along the East line of said called 20.00 Acre Tract, to a 1/2" iron rod found marking the Southeast corner of said called 20.00 Acre Tract;

THENCE; South 85°55'25" West 196.02 feet, along the South line of the T.J. McMillian Estate and the South line of said called 20.00 Acre Tract, to a 1/2" iron rod found for angle point;

THENCE; South 83°25'28" West 80.62 feet, along the South line of said T.J. McMillian Estate and the South line of said called 20.00 Acre Tract, to a 1-1/4" iron pipe found marking the Southwest corner of said 20.00 Acre Tract;

THENCE; South 84°09'24" West 161.68 feet, along the South line of said T.J. McMillian Estate and the South line of said called 35.655 Acre Tract, to the Place of Beginning;

Said tract therein containing 14.46 Acres of Land.

EXHIBIT A

Being a tract or parcel containing 4.400 acres of land out of Lot 3 of the W. B. Bair's Subdivision an unrecorded subdivision situated in the H. T. & B. Railroad Company Survey, Section 22, Abstract Number 477, Brazoria County, Texas, being that same called 2.400 acre tract (Tract 1) and that same called 2.00 acre tract (Tract 2) of record under Brazoria County Clerk's File Number (B.C.C.F. No.) 96-006109, said 4.400 acre tract being more particularly described as follows with all bearings referenced to said Tract 1:

Beginning at the intersection of the centerline of County Road 941D (60 foot roadway easement) and County Road 941B (60 foot roadway easement), for the most northerly corner to said Tract 1, the herein described tract, in the easterly line of that certain called 2.0 acre tract (Tract One) of record under B.C.C.F. No. 8816314;

Thence, South 48°00'00" East, along the centerline of said County Road 941B, at 237.60 feet passing the common most easterly corner to said Tract 1 and the most northerly corner to said Tract 2, in all a distance of 435.50 feet to the common most easterly corner to said Tract 2, the herein described tract and the most northerly corner to that certain called 1.95 acre tract of record B.C.C.F. No. 2004001450;

Thence, South 42°00'00" West, at 30.00 feet passing an iron rod set in the southerly line of said County Road 941B, in all a distance of 440.00 feet to an iron rod set for the common most southerly corner to said Tract 2, the herein described tract, the most westerly corner to said 1.95 acre tract in the northerly line of that certain called 60 acre tract of record in Volume 659, Page 441 of the Brazoria County Deed Records, Brazoria County, Texas;

Thence, North 48°00'00" West, along said northerly line, at 198.00 feet passing the common most westerly corner to said Tract 2 and the most southerly corner to said Tract 1, at 405.60 feet passing an iron rod set in the easterly line of said County Road 941D, in all a distance of 435.60 feet to the common most westerly corner to said Tract 1, the herein described tract, the most southerly corner to that certain called 1.5 acre tract of record under B.C.C.F. No. 2006051792, in the centerline of said County Road 941D;

Thence, North 42°00'00" East, along the centerline of said County Road 941D, 440.00 feet to the Point Of Beginning and containing 4.400 acres of land.

EXHIBIT B

FILED and RECORDED

Instrument Number: 2022055324

Filing and Recording Date: 09/26/2022 03:05:11 PM Pages: 5 Recording Fee: \$38.00

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.



A handwritten signature in cursive script, reading "Joyce Hudman", is written over a horizontal line.

Joyce Hudman, County Clerk
Brazoria County, Texas

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

cclerk-kali



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.14.

8/27/2024

Maintenance of Paradise Cemetery

WHEREAS, Paradise Cemetery is a cemetery that has grave markers greater than 50 years old; and

WHEREAS, the Texas Health and Safety Code, Section 713.028, for purpose of historical preservation and/or public health, safety, and welfare, allows a Commissioners Court to use public funds, County employees, and County equipment to maintain a cemetery that has a grave marker more than 50 years old.

Now, THEREFORE, Brazoria County Commissioners Court hereby authorizes the Brazoria County Service Centers to perform maintenance to preserve the historical cemetery and for the purpose of public health, safety, and welfare.

Further, that a certified copy of this order be furnished to the County Engineer.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.15.

8/27/2024

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

Culvert Set - 5202 4th Street

Culvert Set - 5206 4th Street

CITY OF HILLCREST VILLAGE

Patch Pothole - Riverside Drive

CITY OF IOWA COLONY

Grade Ditch - Iowa Colony Boulevard

Patch Pothole - CR 48 at CR 62

CITY OF MANVEL

Slope Mow - Masters Road

Slope Mow - Jordan Road

Slope Mow - Old Chocolate Bayou

Slope Mow - Bissell Road

Slope Mow - Dogwood

Slope Mow - CR 58

Slope Mow - Patterson Road

CITY OF SURFSIDE

Culvert Set - 426 Seabean



citysecretary@danburytx.gov

IB24-DA
(DANBURY)
City ID Code 271

212



City of Danbury, TX.

Culvert Request to Engineer's Office

Date of request: 8/20/24

Home Owner's name: Welty Properties, LLC

Address where culverts are to be installed:

5202 and 5206 4th St. Danbury

Home owner's home phone number: 979-319-1753 (Rebecca) call first

Home owner's cell phone number: 979-864-7338 (Debbie)

Culverts must be on site when form is turned in to the city to make request to county.

What type of Culvert: Cement or HDR plastic

Number of culverts to be installed: 8 (4 at each address)

Diameter of culverts to be installed: 15"

Is the location marked for setting the culverts Yes or NO

Additional notes for installation: (north, south, east, or west?)

Locations marked in orange paint -

County will complete work according to their schedule.

*New culverts being installed 15 inch is required size.

* Existing culverts in the area then they must match which is there.

* If culvert is longer than 48 ft. then clean- out openings or grates must be supplied by homeowner and be on site when request is made.

Request sent on: _____

Reply from county received on: _____

Rev. A 1.10.24

GREED _____

Brazoria County Engineer

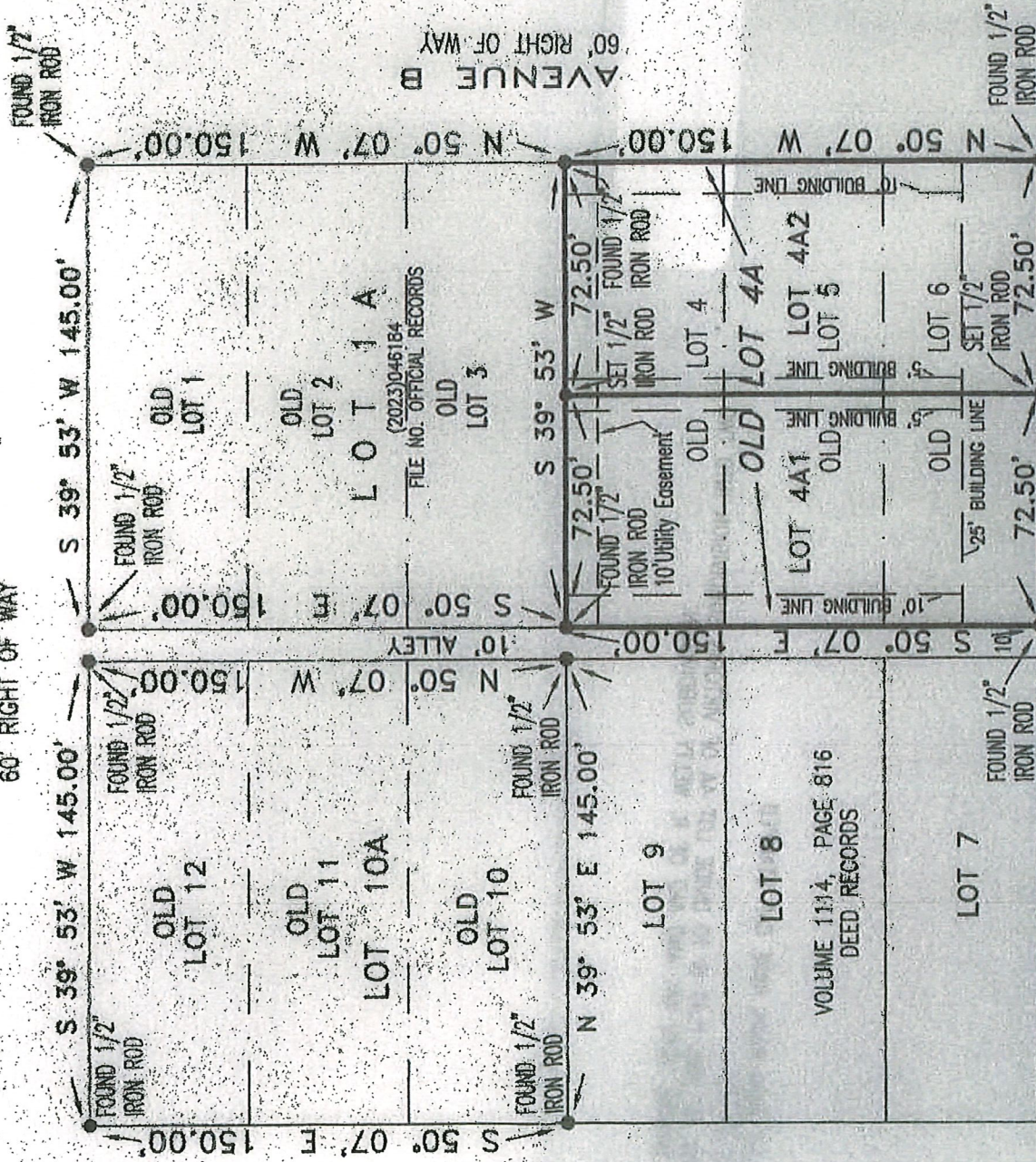
Date Approved 8-27-24 Date Completed _____

PO# _____

COMMENTS

FIFTH STREET

60' RIGHT OF WAY



FOURTH STREET

60' RIGHT OF WAY



citysecretary@danburytx.gov

IB24-DA
(DANBURY)
City ID Code 271

214



City of Danbury, TX.

Culvert Request to Engineer's Office

Date of request: 8/20/24
Home Owner's name: Welty Properties, LLC
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Home owner's home phone number: 979-319-1753 (Rebecca) call first
Home owner's cell phone number: 979-864-7338 (Deanne)
Culverts must be on site when form is turned in to the city to make request to county.
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Number of culverts to be installed: 8 (4 at each address)
Diameter of culverts to be installed: 15"
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Additional notes for installation: (north, south, east, or west?)
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Request sent on: _____

Reply from county received on: _____

Rev. A 1.10.24

GREED _____
Brazoria County Engineer
ate Approved 8-27-24 Date Completed _____
O# _____
OMMENTS _____

Tricia Simmons

From: Ramiro Mondragon <rmondragon2006@yahoo.com>
Sent: Thursday, August 8, 2024 10:21 AM
To: Tricia Simmons
Cc: Stacy Adams
Subject: Re: [EXTERNAL] Tree removal

Good morning.

I have a pothole that needs to be filled. It's at 216 East Crestmont however it's on the driveway side of the house which is actually between 207 and 209 Riverside if you have any problems locating it, please give me a call at 832-580-1925.

Thank you.

Ramiro Mondragon.

Sent from my iPhone

On Jul 17, 2024, at 2:21 PM, Tricia Simmons <TriciaS@brazoriacountytx.gov> wrote:

Mr. Mondragon:

I received the request below from the precinct for tree removal. As all interlocal requests must be submitted to court for approval by the Engineering Department please ensure any requests for Hillcrest Village are forwarded to me (engineer-interlocals@brazoriacountytx.gov) for submission and expedient handling.

This item will be placed on the next available agenda.

Regards,

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

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

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

From: Ramiro Mondragon <rmondragon2006@yahoo.com>
Sent: Wednesday, July 17, 2024 1:52 PM
To: Stacy Adams <stacya@brazoriacountytx.gov>; Mary
Subject: [EXTERNAL] Tree removal

GREED

Brazoria County Engineer

Date Approved 8-27-24 Date Completed _____

VO# _____

COMMENTS



IB24-IC
(IOWA COLONY)
City ID Code 275

12003 Iowa Colony Blvd
Iowa Colony, TX 77555
Phone: 281-369-2471
Fax: 281-369-0005
www.cityofiowacolony.com

217

Aug 15, 2024

Mr. Matt Hanks, P.E.
County Engineer
200 East Locust, Room 10
Angleton, Texas 77515

Dear Mr. Hanks,

The City of Iowa Colony requested Brazoria County to Grade ditch Iowa Colony Blvd @
288 S going south on Cedar Rapids Pkwy.



For further information, you may contact Public Works at (346) 278-4508.

Sincerely,

Jeremy Franks
Public Works

GREED _____
Brazoria County Engineer
ate Approved 8-27-24 Date Completed _____
/O# _____
OMMENTS _____



CITY OF IOWA COLONY

IB24-IC
(IOWA COLONY)
City ID Code 275

218

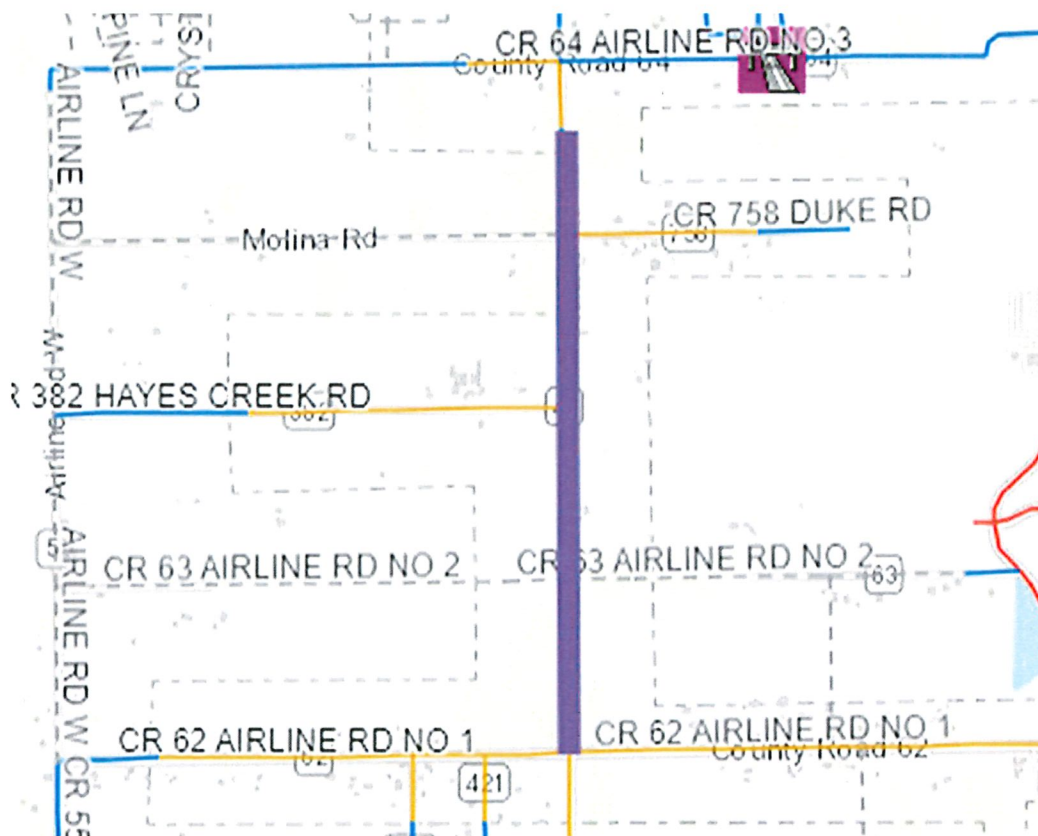
12003 Iowa
Iowa Colony
Phone: 281-369-2471
Fax: 281-369-0005
www.cityofiowacolony.com

Aug 8, 2024

Mr. Matt Hanks, P.E.
County Engineer
200 East Locust, Room 10
Angleton, Texas 77515

Dear Mr. Hanks,

The City of Iowa Colony requested Brazoria County to Fill pothole on Cr 48 @ CR 62
going north on CR 48 to the city limits



For further information, you may contact Public Works at GREED _____

Sincerely,

Jeremy Franks
Public Works

Brazoria County Engineer
ate Approved 8-27-24 Date Completed _____
IO# _____
OMMENTS _____

Tricia Simmons

From: Ray Word <ray.word@cityofmanvel.com>
Sent: Wednesday, August 7, 2024 1:13 PM
To: Tricia Simmons
Cc: Robbie Hall
Subject: [EXTERNAL] Inter-Local Work Request

Good afternoon Tricia, we spoke a while back about getting some slope mowing done in the City of Manvel.

Here are a list of some of the roads that are needing some attention

Masters Rd. from Hwy 6 south to Hanselman (CR69) Approx: 3 miles
Jordan Rd. from Clark to the dead end east. – Approx: 1.5 miles
Old Chocolate Bayou – Approx: 1 mile
Bissell Rd. from Masters to the city limits – Approx: 2 miles to include the ditch
Dogwood from Masters to the dead-end – Approx: 1 mile
CR 58 from Master to 288 Approx: 2 miles
Patterson Rd from Del Bello Blvd to the dead-end – Approx 1.5 miles

Note: these roads do not have foliage on the entire miles that have been requested, the areas are spotty and have become in some areas an issue for motorist.

Thanks in advance.

If there is anything else that I need to do please give me a call or email me at this address

Ray Word, CWP
Public Works Superintendent
20025 Highway 6
Manvel, Texas 77578

(281) 734-4401

Ray.word@cityofmanvel.com

PSLAM 145:18 THE LORD IS NEAR TO ALL WHO CALL ON HIM TO ALL WHO CALL ON HIM IN TRUTH.

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-
system by any County employee or official may be considered
laws of the State of Texas.

GREED _____
Brazoria County Engineer
ate Approved 8-27-24 Date Completed _____
/O# _____
OMMENTS _____

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GREED

Brazoria County Engineer

Date Approved 8-27-24 Date Completed _____

VO# _____

COMMENTS

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GREED

Brazoria County Engineer

Date Approved 8-27-24 Date Completed _____

VO# _____

OMMENTS

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GREED _____
Brazoria County Engineer
Date Approved 8-27-24 Date Completed _____
/O# _____
COMMENTS _____

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GREED _____
Brazoria County Engineer
ate Approved 8-27-24 Date Completed _____
/O# _____
OMMENTS _____

IB24-MA
(MANVEL)
City ID Code 274

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Ray.word@cityofmanvel.com

PSLAM 145:18 THE LORD IS NEAR TO ALL WHO CALL ON HIM TO ALL WHO CALL ON HIM IN TRUTH.

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

GREED

Brazoria County Engineer

Date Approved 8-27-24 Date Completed

IO#

OMMENTS

Tricia Simmons

From: Ray Word <ray.word@cityofmanvel.com>
Sent: Wednesday, August 7, 2024 1:13 PM
To: Tricia Simmons
Cc: Robbie Hall
Subject: [EXTERNAL] Inter-Local Work Request

Good afternoon Tricia, we spoke a while back about getting some slope mowing done in the City of Manvel.

Here are a list of some of the roads that are needing some attention

Masters Rd. from Hwy 6 south to Hanselman (CR69) Approx: 3 miles
Jordan Rd. from Clark to the dead end east. – Approx: 1.5 miles
Old Chocolate Bayou – Approx: 1 mile
Bissell Rd. from Masters to the city limits – Approx: 2 miles to include the ditch
Dogwood from Masters to the dead-end – Approx: 1 mile
CR 58 from Master to 288 Approx: 2 miles
Patterson Rd from Del Bello Blvd to the dead-end – Approx 1.5 miles

Note: these roads do not have foliage on the entire miles that have been requested, the areas are spotty and have become in some areas an issue for motorist.

Thanks in advance.

If there is anything else that I need to do please give me a call or email me at this address

Ray Word, CWP
Public Works Superintendent
20025 Highway 6
Manvel, Texas 77578

(281) 734-4401

Ray.word@cityofmanvel.com

PSLAM 145:18 THE LORD IS NEAR TO ALL WHO CALL ON HIM TO ALL WHO CALL ON HIM IN TRUTH.

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GREED

Brazoria County Engineer

Date Approved 8-27-24 Date Completed _____

IO# _____

COMMENTS



CULVERT REQUEST FORM

Date: 8/19/24

Property Owner Name: Sam & Rhonda Scott

Address where culverts are to be set: 426 Seabeen

Contact Number: (903) 681-3622

Email Address: Scott1oneStar56@yahoo.com

Number of 4' culverts requested: 4

Fill material ordered and prepaid for at: Angel Concrete

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

OFFICE USE ONLY:

Date given to FPM: 8-20-24

Size required: 15" Clean out port needed? No

Number required: 4 Date culverts set on property: Not Onsite as of 8-20-24

Is the area marked? Yes - Red Flag in ground

Date request sent to county: 8-20-24

City Official Signature: [Signature]

GREED

Brazoria County Engineer

Date Approved 8-27-24 Date Completed

JO#

COMMENTS



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.16.

8/27/2024

Close, Vacate, and Abandon Part of a Public Road and Its Rights-of-Way of Record in Abstract 37 (Precinct 1)

Whereas, the Court finds that the requisites of Texas Transportation Code 251.051 - Closing, Vacating and Abandoning Public Road - have been met in regards to a portion of a Public Road and its right-of-way identified in Volume 7, Page 99 in the Plat Records of Brazoria County, within the Snug Harbor Subdivision in the Stephen F. Austin 1- $\frac{3}{4}$ Leagues, Abstract 37; and

Whereas, a ~4 acre-parcel out of the Snug Harbor Subdivision in the Stephen F. Austin 1- $\frac{3}{4}$ Leagues, Abstract 37, in Brazoria County, Texas, County Clerk's Document No. 1992028107 of the Brazoria County Clerk's Records, includes Reserve A and Reserve B, recorded in Volume 7, Page 99 of the Plat Records of Brazoria County, as are currently divided by certain public rights-of-way being Glen Cove Lane/County Road 730J, as recorded in Commissioners' Court Order Number 21, April 13, 1981; and

Whereas, Snug Harbor Partnership, the current owner of the tracts of land that abut said public rights-of-way, in the Snug Harbor Subdivision in the Stephen F. Austin 1- $\frac{3}{4}$ Leagues, Abstract 37, Brazoria County, Texas being that certain Reserve A and Reserve B, according to map or plat thereof recorded in Volume 7, Page 99, Plat Records, Brazoria County, Texas; and

Whereas, each of the above owners has submitted written requests for the abandonment of the 50' rights-of-way located between the tracts; and Whereas, the 50' in width public rights-of-way are not being used for access to any adjoining properties; and

Whereas, the Court finds that no apparent public interest would be served by retaining the portion of the public road and its right-of-way; and

Whereas, the Court finds that this conveyance is subject to the continued use by any public utility or common carrier of utility infrastructure as set forth in Texas Transportation Code Section 251.058(f) located in the road rights-of-way and in existence prior to the date this Order is approved; and

Pursuant to Texas Transportation Code, Section 251.058 - Closing, Abandoning, and Vacating Public Road - title to part of a Public road and its rights-of-way, shall vest on this date to the owners of the following property that abuts the portion public rights-of-way being closed, abandoned, and vacated:

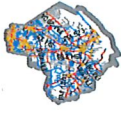
<u>Property Owner</u>	<u>Recorded Deed</u>
Snug Harbor Partnership	1992028107

The Section and or Dimensions being granted and conveyed to each property owner shall be the portion of the public rights-of-way that abuts the respective property owner's property to the center of the road. See Exhibit "A".

The County, as Grantor, hereby grants and conveys unto the respective property owner(s) as Grantee(s), the(their) respective section that abuts the current part of a public rights-of-way as set forth on the attached Exhibit "A".

Pursuant to Texas Transportation Code, Section 251.058(b), the County Clerk is hereby ordered to file a copy of this Order in the Official Records of Brazoria County along with Exhibit "A". This document shall serve as the official instrument of conveyance from the County to the owner(s) of the abutting property identified above.

Further Ordered that a copy of this order be sent to the County Engineering Department.



ROW to be abandoned
County Roads

Brazoria County
Engineering



ROW Abandonment

Exhibit A

6 LUCHERK DAVID
B & CAROLYN L

4 JONES STEVEN
WAYNE & STACY LYNN

5 LUCHERK DAVID
B & CAROLYN L

3 JONES STEVEN
WAYNE & STACY LYNN

2 JONES STEVEN
WAYNE & STACY LYNN

1 JONES
WAYNE & STACY

RESERVE B
SNUGG HARBOR
PARTNERSHIP

Snugg
Harbor #1

CR 730 J GLENN CONE LN

5 GERALDINE F
PRUETT LIVING
TRUST

1 GERALDINE F
PRUETT LIVING
TRUST

2 GERALDINE F
PRUETT LIVING
TRUST

3 GERALDINE F
PRUETT LIVING
TRUST

121
JONES MIKE

CR 730H HARBOR DR

RESERVE A
SNUGG HARBOR
PARTNERSHIP

SNUGG HARBOR

45 GUERRERO
CAROLINA

46 HENEHAN
VINCE
E & MARY A

47 HENEHAN VINCE
E & MARY A

48 HENEHAN VINCE
E & MARY A

49 HENEHAN
VINCE
E & MARY A

Mitch Fralick
1934 FM 1463
Katy, TX 77494

05/16/2024

Matt Hanks, Suite 230
451 N. Velasco, Suite 230
Angleton, TX 77515

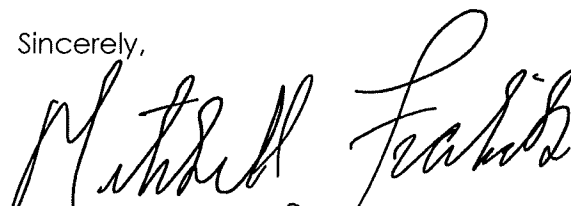
Petition to abandon 173' of road that enters my property and dead ends.

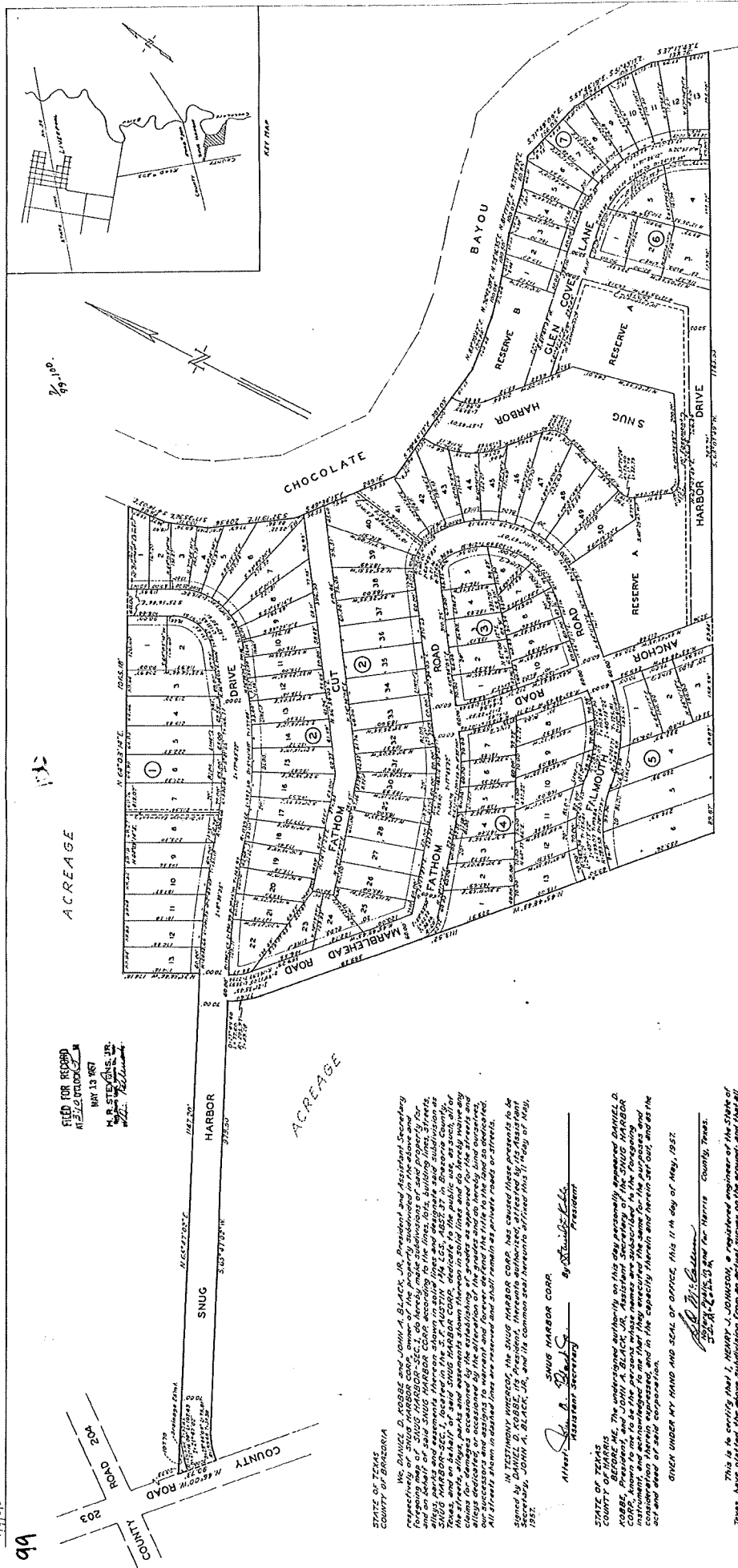
Dear Mr. Hanks,

As the property owners of Snugg Harbor Parcel ID 249241 we would like to formally request the abandonment of the following described easement. Our property includes both sides of Glen Cove Street and dead ends on our lot. We would like to be able to fence the property off due to the amount of traffic we have coming in and fishing and leaving trash. This is a safety issue due to the harbor and chocolate bayou not having any fences. I have marked in white the road we would like to petition the county to abandon.

I can be reached by phone 713-829-3953 or email at mfralick@knappfralick.com

Sincerely,


GENERAL PARTNER
Snugg Harbor Partnership



SNUG HARBOR
SECTION 1
FOR

SNUG HARBOR CORPORATION
A SUBDIVISION OF
43.63 ACRES

S. F. AUSTIN 13/4 LEAGUES ABST. 37
IN THE
BRAZORIA COUNTY, TEXAS.
SCALE: 1"=100'
MAY 1937

HENRY J. JOHNSON
CONSULTING ENGINEER
HOUSTON, TEXAS

APPROVED FOR RELEASE BY NATIONAL SECURITY AGENCY
ON 08-22-2013

By Order, Notary of the Commonwealth
Arizona County, 13th day of May, 1927
Acton C. Arnold

STATE OF TEXAS
COUNTY OF BRAZORIA

I, JAMES STICKENS, JR., Clerk of the County Court of Brazoria County, Texas,
do hereby certify that the within instrument with its certificate of authentication
was filed for registration in my office on _____, 19____ at _____ o'clock,
_____ and, duly entered in _____ Vol.
_____ of record of _____ to said County.

WITNESS my hand and seal of office, at Angleton, the day and date last
above written.

M. R. STEVENS, JR., Clerk, County Court, Brazoria County, Texas.

[illegible]

STATE OF TEXAS
COUNTY OF TARRANT
BEFORE ME, The undersigned authority on this day personally appeared DANIEL D. COOPER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of May, 1937.

This is to certify that I, HENRY J. JOHNSON, a registered engineer of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all block corners, angle points, and points or curve are properly marked with iron pipes (1/4" x 18") and that this plat correctly represents that survey made by me.

Thomas D. Williams
Engineer, Texas Registration No. 24627

5-13-57 Robert L. Briscoe
County Plat from Recorder

W. B. Williams 5-13-57
County Surveyor

W. B. Williams
County Engineer

of _____ APPROVED by the Commissioners' Court of Brazoria County, Texas, this _____ day of _____ 1957.

8702
Commissioner Precinct 1

William C. Arnold
County Judge

Commissioner of Precincts
Commissioner of Precincts

92- 28107

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 1st, 1992

Grantor: JOE BALSON, Independent Executor of the Estate of ROBERT LARRY LYNN
(a/k/a BOB LYNN), Deceased

Grantor's Mailing Address (including county):

1915 Commonwealth
Houston, Harris County, Texas 77006

Grantee: KNAPP/FRALICK PARTNERSHIP, a Texas General Partnership, and
J. MICHAEL FRALICK, d/b/a SNUG HARBOR PARTNERSHIP, a Texas General
Partnership

Grantee's Mailing Address (including county):

711 Bay Area Boulevard
Suite 620
Webster, Harris County, Texas 77598

Consideration:

TEN AND NO/100 DOLLARS and other valuable consideration and a note of even date that is in the principal amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) and is executed by Grantee, payable to the order of JACK M. FRALICK and wife, PHYLLIS S. FRALICK. The note is secured by a vendor's lien retained in favor of JACK M. FRALICK and wife, PHYLLIS S. FRALICK in this deed and by a deed of trust of even date from Grantee to A. G. CROUCH, Trustee.

Property:

TRACT I

A tract of land, being a part of SNUG HARBOR, SECTION ONE (1), a subdivision of 43.63 acres in the S. F. Austin 1-3/4 Leagues, Abstract 37, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 7, Pages 99-100, Plat Records, Brazoria County, Texas, and being all of the area shown and designated on said plat as RESERVE A and RESERVE B, including the boat basin and yacht harbor designated on said plat as SNUG HARBOR;

LESS AND EXCEPT THE FOLLOWING TRACTS:

(1) A tract of land, fifty feet by fifty feet (50' x 50') in dimensions out of the Northeasterly corner of the Westerly portion of Reserve A, described as follows:

BEGINNING at the interseciton of the Southwesterly line of Lot Fifty (50), Block Two (2), SNUG HARBOR, SECTION I, with the Southerly line of Falmouth Road;

THENCE in a Westerly direction along the Southerly line of Falmouth Road, 50 feet;

THENCE in a Southeasterly direction parallel to the Southwesterly line of Lot Fifty (50), Block Two (2), 50 feet;

THENCE in a Northeasterly direction parallel to the Southerly line of Falmouth Road, approximately 50 feet to the Southwesterly line of Lot Fifty (50), Block Two (2);

THENCE in a Northwesterly direction along the Southwesterly

line of Lot Fifty (50), Block Two (2), 50 feet, to the PLACE OF BEGINNING.

(2) A 0.07 acre tract of land, adjacent to Lots 43 and 44, Block 2, SNUG HARBOR, SECTION I, designated as "Snug Harbor", conveyed to J. E. Alexander by Snug Harbor Corporation, in deed dated March 28, 1958, recorded in Volume 710, Page 670, Deed Records, Brazoria County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 44, Block 2, Snug Harbor, Section I, in the S. F. Austin 1-3/4 Leagues, Abstract 37, Brazoria County, Texas, as shown on plat recorded in Volume 7, Pages 99-100, Plat Records, Brazoria County, Texas; said beginning point is a 3/4" iron pipe in the West line of the tract designated as "Snug Harbor" on the aforesaid map;

THENCE in a northerly direction along the line common to Lots 44 and 43 and said Snug Harbor tract on a curve with a 195.15 foot radius, a distance of 131.0 feet to a wooden bulkhead four (4) feet southerly from the common north corner of Lot 43 and said Snug Harbor tract;

THENCE following along said bulkhead with the following courses;

South 76 deg. 49 min. East 45.8 feet

South 20 deg. 46 min. East 11.1 feet

South 29 deg. 40 min. West 34.2 feet

North 72 deg. 02 min. West 5.5 feet

South 17 deg. 07 min. East 46.5 feet to the end of said bulkhead;

THENCE South 14 deg. 37 min. East 34.7 feet to the PLACE OF BEGINNING and containing 0.07 acres of land, more or less.

TRACT II:

The West Fifteen feet (W. 15') of Lot One (1), Block Seven (7), SNUG HARBOR, SECTION ONE (I), a subdivision of 43.63 acres in the S. F. Austin 1-3/4 Leagues, Abstract 37, Brazoria County, Texas, according to the map or plat thereof recorded in Volume 7, Pages 99-100, Plat Records, Brazoria County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for 1992, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

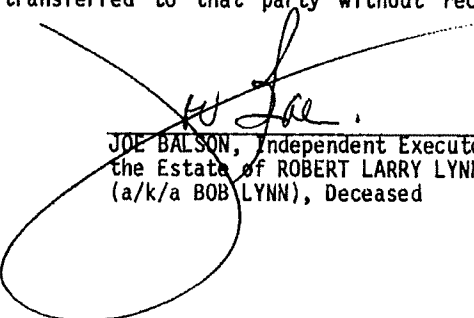
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor

binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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

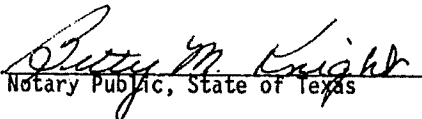
JACK M. FRALICK and wife, PHYLLIS M. FRALICK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of JACK M. FRALICK and wife, PHYLLIS M. FRALICK and are transferred to that party without recourse on Grantor.

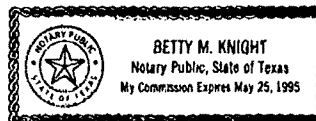

JOE BALSON, Independent Executor of
the Estate of ROBERT LARRY LYNN
(a/k/a BOB LYNN), Deceased

THE STATE OF TEXAS *

COUNTY OF BRAZORIA *

This instrument was acknowledged before me on the 1st day of September, 1992, by JOE BALSON, Independent Executor of the Estate of ROBERT LARRY LYNN (a/k/a BOB LYNN), Deceased.


Notary Public, State of Texas



Prepared in the Law Office Of:
Crouch, Crouch & DeWitt
235 W. Sealy Street
Alvin, Texas 77511

After Recording Return To:
Texas Fidelity Title Company
229 W. Sealy Street
Alvin, Texas 77511

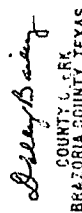
THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County, Texas, do hereby certify that this instrument was FILED FOR RECORD and RECORDED in the Volume and page of the OFFICIAL RECORD at the time and date as stamped hereon by me.




County Clerk of Brazoria Co., TX

FILED FOR RECORD

SEP 2 9 58 AM '92


COUNTY CLERK
BRAZORIA COUNTY, TEXAS

92- 28107

Deed

LAST
pg

3.00
2.00
10.00
77

INCH- PRES 3.00
RECORDING 7.00
TOTAL 10.00
FILE # 28107
CASH 10.00
DRAWER-A 1
0001 2127-0000 0082 9 / 2/92 10:05AM WED

April 13, 1981

THE COMMISSIONERS COURT OF BRAZORIA COUNTY, TEXAS
REGULAR SESSION

ORDER NO. 21

RE: LETTERING SYSTEM FOR COUNTY ROADS.

Motion by Commissioner Plaster, seconded by
Commissioner Rouse that upon the recommendation
of the County Engineer, previously numbered multi-portioned County
Roads, be officially lettered in accordance with the attached list
for more ready identification, by the general public and by Law
Enforcement Agencies.

MOTION CARRIED, ALL PRESENT VOTING AYE.

Page 5 - Official Lettering for Previously Numbered, Multiple Portioned
County Roads.

County Road	Subdivision/Road Name	County Road	Subdivision/Road Name
682	Sugar Mill S/D: Sugar Mill Lane 682 Pecan Lane 682A Oakwood Drive 682B Fernwood Drive 682C Spanish Oak Drive 682D Whitetail Lane 682E Mossycup Drive 682F Bayou Drive 682G Oak Island Drive 682H	737	Willowbend S/D: Willow Bend Drive 737 Newton Drive 737A Aaron Drive 737B
		742	Wagon Wheel Addn: Becky Lane 742 Jerrycrest Drive 742A Larrycrest Drive 742B Patridge Drive 742C Wagon Trail Road 742D
683	Sandy Creek S/D: Pin Oak Drive 683 Pin Oak Drive (E) 683A Whitetail Lane 683B Whitetail Lane (N) 683C Elm Street 683D Sandy Creek Drive 683E	763	Meadowdale S/D: Meadowlark Lane 763 Bluebird Lane 763A Meadowlark Drive 763B Mockingbird Lane 763C Meadowdale Road 763D
684	Plantation Oaks S/D: Plantation Blvd. 684 McCormick Drive 684A Stephen F. Austin Dr. 684B Prince Waldeck Drive 684C	769	Royal Ridge S/D: Royal Ridge Road 769 Kings Court 769A Queens Court 769B Prince Court 769C
698	Hampton Road-Oak Dr. 698 Rumple Drive (circle) 698A Woodland 698B Woodway 698C	777	Western Acres S/D: Hunningbird Lane 777 Westview Drive 777A Meadowlark Lane 777B
710	Havenwood Addn.: Corol Court 710 Edgewater Drive 710A Raven Street 710B Cardinal Street 710C Cape Court 710D Cove Court 710E	782	Garden Acres: Gardenia Drive 782 Lazy Bend Drive 782A Thelma Drive 782B
		794	Oak Manor S/D: Oak Manor Drive 794 Lazy Oak Court 794A Surrey Oak Court 794B Brier Oak Court 794C Shady Oak Court 794D Post Oak 794E
717	Harris Reservoir Road 717 Unnamed Ext. (W) 717A		
730	Snug Harbor S/D: Snug Harbor Drive 730 Marblehead Road 730A Port Road 730B Fathom Road (W) 730C Fathom Road (E) 730D Sea Breeze Drive 730E Anchor Road 730F Falmouth Road 730G Harbor Drive 730H Glen Cove Lane 730J	804	Royal Meadows S/D: Queens Drive 804 Kings Drive 804A
		806	Bryan Beach S/D: Sand Dollar Street 806 South Lake Drive 806A Compass Court 806B Deep Sea Drive 806C



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.17.

8/27/2024

Exception to Subdivision Platting for Arthur W. Hutson aka Audie Hutson, Stacy M. Haning and Elizabeth Wilkins-Rivas aka Libby Wilkins-Rivas (Precinct 4)

1) The Court finds that:

- a.) Arthur W. Hutson aka Audie Hutson, Stacy M. Haning and Elizabeth Wilkins-Rivas aka Libby Wilkins-Rivas has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and
- b.) The property to be divided is a 15 acre tract of land out of a 550.41 acre tract, being part of the Hellmuth 871 acre tract of land in the Oliver Jones League, Abstract 78, Brazoria County, Texas, and conveyed to Arthur W. Hutson aka Audie Hutson, Stacy M. Haning and Elizabeth Wilkins-Rivas aka Libby Wilkins-Rivas in County Clerk's File Nos. 2019-051591; and
- c.) The 15 acre tract is to be divided into 2 tracts along County Road 332: Tract 2LA with 1 acre and approximately 150 feet of frontage along CR 332, Tract 2LB with 14 acres and approximately 89.24 feet of frontage along CR 332; and
- d.) The Brazoria County Environmental Health Department has provided a letter dated August 19, 2024 stating they have no objection to the proposed division, under certain conditions; and
- e.) This tract of land is in Drainage District No. 11. Drainage District No. 11 has provided a letter dated August 12, 2024 stating they have no objection to the subdivision; and
- f.) The small subdivision approval requested by Arthur W. Hutson aka Audie Hutson, Stacy M. Haning and Elizabeth Wilkins-Rivas aka Libby Wilkins-Rivas 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 Arthur W. Hutson aka Audie Hutson, Stacy M. Haning and Elizabeth Wilkins-Rivas aka Libby Wilkins-Rivas 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:

7-19-24

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: Elizabeth Wilkins-Rivas Phone: 713-540-3102
 Name: Stacey Haning
 Name: Arthur Hutson
 Owner Signature: Elizabeth Wilkins-Rivas Date: 07/18/2024
 Owner Signature: Stacey Haning Date: 8-17-2024
 Owner Signature: Arthur Hutson Date: 8-17-2024

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

Mailing Address: 24089 County Road 332, Sweeny, TX 77480

E-mail Address: libbyrivas@sbcglobal.net

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: 1 (15 total acres - 1 acre with home to be separated from adjoining 14 acres)

Site Address or Legal Location, Abstract, CR #: 24089 County Road 332, Sweeny, TX 77480

Property ID#: 156324

Tax Account #: 1172142

Number of Structures: 1 Mobile Homes: _____ Other homes: _____

Business or other structure with restrooms: _____

Private Water Well check: ☒ YES or ☐ NO

Public Water System MUD or Provider: _____

FORM 4-6. WEST BRAZORIA COUNTY DRAINAGE DISTRICT NO. 11

Letter of No Objection for Land Survey

This Letter of No Objection-Survey is issued by the West Brazoria County Drainage District No. 11 this

date of application: 8-12-24 for the survey of the land tract identified as / described by

AT 24089 COUNTY ROAD 332, PARTITION CALLED 15 ACRES
(FILE 2019-051591) INTO 1.000 ACRE AND 14.014 ACRES
OLIVER JONES LEAGUE, A-78 PLAT DATED 7-12-24

and as further described in the attached copy or facsimile of the survey (or description of proposed survey if survey not yet performed)

This survey (or proposed survey) is made or commissioned by (property owner or other):

Complete name, address, and contact information (mailing address, email address, phone number) of owner or party commissioning the survey:

ELIZABETH WILKINS RIVAS

3208 LEE CIRCLE

713-540-3102

PEARLAND, TX

libbvrivas@sbcglobal.net

This letter is issued under the assumption that the land tract in question meets the following criteria:

- Is done or commissioned by a noncommercial owner or entity.
- Does not alter previously defined drainage easements.
- Does not describe or imply change in drainage paths, structures, facilities, or land modifications which would change drainage behavior.

By dated signature below, the owner or party commissioning the survey affirms the above information.

Signature/

date

All of the above to be completed by owner or party commissioning survey. Incomplete, inaccurate, or unreadable information will require resubmission of information. When completed, forward to West Brazoria County Drainage District No. 11 District Director or Engineer for the District.

Following to be completed by representative of the West Brazoria County Drainage District No. 11:

This Letter of No Objection for Land Survey for the above-described survey is issued by:

Randy L. Stroud PE

8-12-24

Signature of District Director OR Engineer for the West Brazoria County Drainage District No. 11 / date

Signed form will be returned to owner or his representative at the above listed contact information.



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

August 19, 2024

RE: Subdivision of Property

Subdivision Name (if applicable): Wilkins-Rivas Property

Legal Description of Property: A0078 Oliver Jones, TRACT 2L (PT)**LIFE ESTATE**ACRES 1
 A0078 Oliver Jones, TRACT 2L (PT)**LIFE ESTATE**ACRES 14

Site Address of Property: 24089 County Road 332, Sweeny, TX 77480

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 survey proposes Tract 2L, acres-15.00 to be divided creating two tracts describe a Tract 2LA 1.00-acre with a 1965 build home and a permitted septic system 9610005449 and Tract 2LB 14.014-acres of pasture. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the subdivision of the property described as A0078 Oliver Jones, TRACT 2L (PT)**LIFE ESTATE**ACRES 15 in Brazoria County, Texas.

Sincerely,

Jodie Vice

Jodie Vice, DR # OS0024815

Director

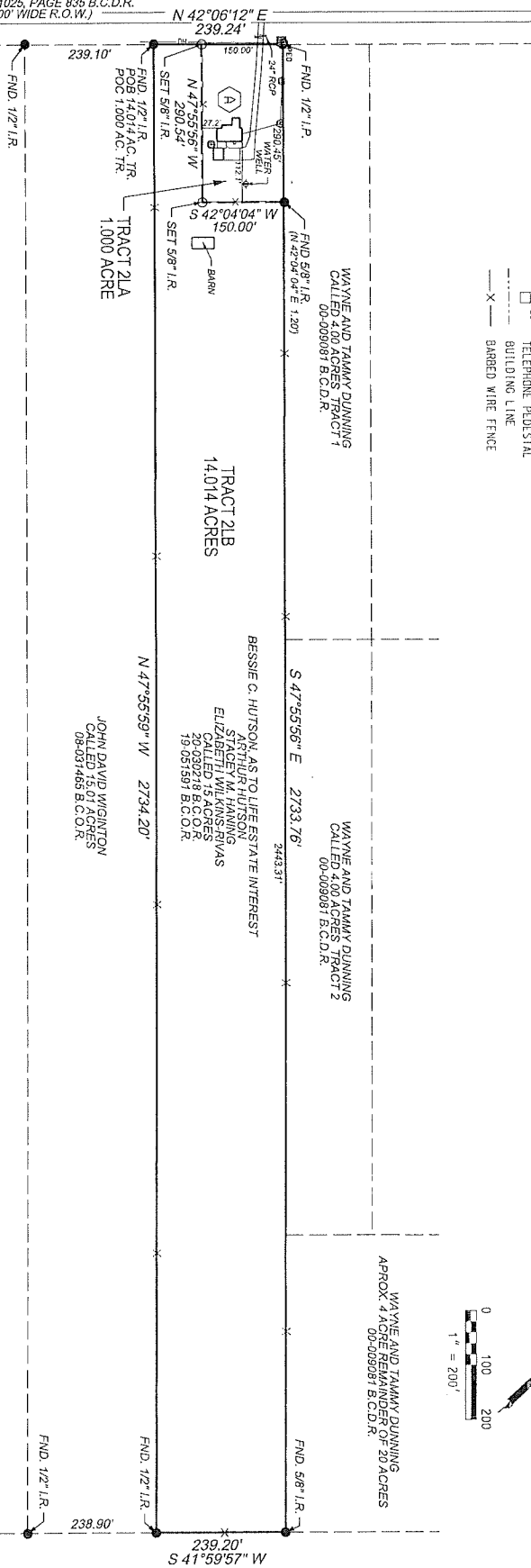
Brazoria County Environmental Health

Charles D. Wachstetter
CHARLES D. WACHSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4547

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

1. CHARLES D. WACHSSTETTER, REGISTERED PROFESSIONAL LAND SURVEYOR
DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A
SURREY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE
NO EXCESSES NOR INTERUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: JULY 12, 2024

COUNTY ROAD 332
VOLUME 1025, PAGE 835 B.C.D.R.
(100' WIDE R.O.W.)



☒ FOUND IRON PIPE/ROD
☐ SET 5/8" IRON ROD
 W/ "CDW" CAP
☒ SEPTIC LID
☐ OVERHEAD WIRE
☒ POWER POLE
☐ TELEPHONE PEDESTAL
☐ BUILDING LINE
☒ BARBED WIRE FENCE

BRAZORIA COUNTY
TEXAS

LEGEND

OLIVER JONES LEAGUE
ABSTRACT 78

A 1.000 ACRE TRACT AND
A 14.014 ACRE TRACT

BEING OUT OF
A CALLED 15 ACRE TRACT
DESCRIBED IN

COUNTY CLERK'S FILE 19-051591

BRAZORIA COUNTY OFFICIAL RECORDS

OLIVER JONES LEAGUE

ABSTRACT 78

BRAZORIA COUNTY, TEXAS
FOR

ELIZABETH WILKINS RIVAS

24089 COUNTY ROAD 332

Doyle & Wachtstetter, Inc.
Surveyors and Mapping Engineers

Surveying and Mapping GPS/GIS
131 GALATHEE COURT, FORT TEXAS 77631

Doyle & Wachstetter, Inc.
Surveying and Mapping GPS/CIS
 131 COMMERCIAL STREET, CLIFTON, NEW JERSEY 07011
 (201) 991-0700 FAX: (201) 265-8444
 E-MAIL: DOYLE@DOYLE-WACHSTETTER.COM

SUBMITTED: 7-17-24 **BOOK NO.:** BR420714 **PROJECT NO.:** 16034-24-0
PLANING YEAR: C-2007A **7-17-24** **DATE CHECKED:** 7-17-24 **BY:** 16034-24-0

SURVEYED:	7-12-24	BOOK NO.:	BRAZORIA V. 34	PROJECT NO.:	16834-24-0
DRAWN BY:	C-SORIA 7-12-24	CHECKED:		REVISED:	NONE



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**1.000 ACRE – TRACT 2LA
OLIVER JONES LEAGUE, ABSTRACT 78
BRAZORIA COUNTY, TEXAS**

ALL THAT CERTAIN 1.000 acre of land being a part of the Bessie Hutson called 15 acre tract described in County Clerk's File 19-051591 of the Brazoria County Official Records out of a called 871 acre tract situated in the Oliver Jones League, Abstract 78, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83, in which the directions are Lambert Grid bearings and the distances are horizontal, surface level lengths as follows:

COMMENCING at a found 1/2" iron rod in the southeast right-of-way line of County Road 332, marking the west corner of the aforementioned Hutson 15 acre tract same being the north corner of a called 15.01 acre tract conveyed to John David Wiginton in County Clerk's File 08-031465 of the Brazoria County Official Records, same being the west corner of a 14.014 acre tract surveyed by this author on this even date;

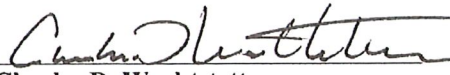
THENCE North 42°06'12" East, coincident with the southeast right-of-way line of County Road 332, a 100' wide right-of-way recorded in Volume 1025, Page 835 of the Brazoria County Deed Records, same being the northwest line of the Hutson 15 acre tract, same being the northwest line of the said 14.014 acre tract, a distance of 89.24 feet to a set 5/8" iron rod marking the **POINT OF BEGINNING** of the herein described tract;

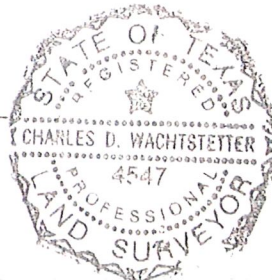
THENCE North 42°06'12" East, coincident with the southeast right-of-way line of County Road 332, same being the northwest line of the Hutson 15 acre tract, a distance of 150.00 feet to a found 1/2" iron pipe marking the north corner of the said Hutson 15 acre tract, same being the west corner of a called 4.00 acre tract conveyed to Wayne and Tammy Dunning in 00-009081 of the Brazoria County Official Records;

THENCE South 47°55'56" East, coincident with the northeast line of the Hutson 15 acre tract, same being the southwest line of the Dunning 4.00 acre tract, a distance of 290.45 feet to a point for corner, from which a found 5/8" iron rod bears North 42°04'04" East, a distance of 1.20 feet;

THENCE South 42°04'04" West, coincident with an interior northwest line of the said 14.014 acre tract, a distance of 150.00 feet to a set 5/8" iron rod for corner;

THENCE North 47°55'56" West, coincident with an interior northeast line of the said 14.014 acre tract, a distance of 290.54 feet to the **POINT OF BEGINNING** containing 1.000 acre of land, more or less.


Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
July 12, 2024




This description is based on a survey, a plat of which, dated July 12, 2024 is on file in the offices of Doyle & Wachtstetter, Inc.

**14.014 ACRES – TRACT 2LB
OLIVER JONES LEAGUE, ABSTRACT 78
BRAZORIA COUNTY, TEXAS
PAGE 2 OF 2**

THENCE South 41°59'57" West, coincident with the southeast line of the Hutson 15 acre tract, same being the northwest line of the said Fort Bend County Levee called 1257.80 acre tract, a distance of 239.20 feet to a found ½" iron rod marking the east corner of the aforementioned Wiginton called 15.01 acre tract;

THENCE North 47°55'59" West, coincident with the southwest line of the Hutson 15 acre tract, same being the northeast line of the Wiginton 15.01 acre tract, a distance of 2734.20 feet to the **POINT OF BEGINNING** containing 14.014 acres of land, more or less.


Charles D. Wachtstetter
Registered Professional Land Surveyor
Texas Registration Number 4547
July 12, 2024



This description is based on a survey, a plat of which, dated July 12, 2024 is on file in the offices of Doyle & Wachtstetter, Inc.



Doyle & Wachtstetter, Inc

Surveying and Mapping • GPS/GIS

**14.014 ACRES – TRACT 2LB
OLIVER JONES LEAGUE, ABSTRACT 78
BRAZORIA COUNTY, TEXAS
PAGE 1 OF 2**

ALL THAT CERTAIN 14.014 acres of land being a part of the Bessie Hutson called 15 acre tract described in County Clerk's File 19-051591 of the Brazoria County Official Records out of a called 871 acre tract situated in the Oliver Jones League, Abstract 78, Brazoria County, Texas, and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83, in which the directions are Lambert Grid bearings and the distances are horizontal, surface level lengths as follows:

BEGINNING at a found 1/2" iron rod in the southeast right-of-way line of County Road 332, marking the west corner of the aforementioned Hutson 15 acre tract same being the north corner of a called 15.01 acre tract conveyed to John David Wiginton in County Clerk's File 08-031465 of the Brazoria County Official Records;

THENCE North 42°06'12" East, coincident with the southeast right-of-way line of County Road 332, a 100' wide right-of-way recorded in Volume 1025, Page 835 of the Brazoria County Deed Records, same being the northwest line of the Hutson 15 acre tract, a distance of 89.24 feet to a set 5/8" iron rod for corner, marking the west corner of a called 1.000 acre tract surveyed by the author on this even date;

THENCE South 47°55'56" East, coincident with the southwest line of the said 1.000 acre tract, a distance of 290.54 feet to a set 5/8" iron rod for corner;

THENCE North 42°04'04" East, coincident with the southeast line of said 1.000 acre tract, a distance of 150.00 feet to a point for corner in the northeast line of the Hutson 15 acre tract, same being the southwest line of a called 4.00 acre tract conveyed to Wayne and Tammy Dunning in 00-009081 of the Brazoria County Official Records and from which a found 5/8" iron rod bears North 42°04'04" East, a distance of 1.20 feet;

THENCE South 47°55'56" East, coincident with the northeast line of the Hutson 15 acre tract, same being the southwest line of three 4.00 acre tracts conveyed to Wayne and Tammy Dunning in 00-009081 of the Brazoria County Official Records, a distance of 2443.31 feet to a found 5/8" iron rod for corner in the northwest line of a called 1257.80 acre tract conveyed to Fort Bend County Levee Improvement District Number 15 in County Clerk's File 06-004266 of the Brazoria County Official Records;



Statement Date: 07/29/2024
Owner: HUTSON ARTHUR & STACEY HANING
Mailing Address: & ELIZABETH WILKINS-
 % BESSIE C HUTSON
 3121 14TH ST



Property Account Number:
00780022001

Property Location: 0000340 COUNTY ROAD 332
Legal: A0078 OLIVER JONES TRACT 2L
 (PT)**LIFE ESTATE** ACRES 14.
 0000340 COUNTY ROAD 332
Acres: 14 ACRES

TAX CERTIFICATE FOR ACCOUNT : 00780022001
 AD NUMBER: 156325
 GF NUMBER:
 CERTIFICATE NO : 2894333

FEE : \$10.00
 DATE : 7/29/2024

COLLECTING AGENCY

Brazoria County
 111 E. Locust
 Angleton TX 77515

CURRENT VALUES 2,023

APPRAISED VALUE: 294,000
 EXEMPTIONS: Ag 1D1

REQUESTED BY

ELIZABETH WILKINS-RIVAS

24089 COUNTY RD 332
 SWEENY TX 77480

YEAR TAX UNIT

2023	BC EMERGENCY SERVICES #2
2023	BRAZORIA COUNTY
2023	PORT FREEPORT
2023	SPECIAL ROAD & BRIDGE
2023	SWEENY COMMUNITY HOSPITAL
2023	SWEENY ISD
2023	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 2024 HAVE NOT BEEN CALCULATED.

ACCOUNT NUMBER: 00780022001

CERTIFICATE NO : 2894333

TOTAL CERTIFIED TAX DUE 7/2024 : \$0.00



Kristin Barnhill
 Signature of Authorized officer of collection office

7.29.24
 Date

**GENERAL WARRANTY DEED WITH ENHANCED LIFE ESTATE**

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.

Date: October 16, 2019

Grantor: Bessie C. Hutson

Grantor's Mailing Address:

Bessie C. Hutson
3121 14th Street
Bay City, TX 77414

Grantee: Arthur W. Hutson aka Audie Hutson, individually-1/3, dealing with separate property;
Stacey M. Haning, individually-1/3, dealing with separate property; and
Libby Wilkins-Rivas, individually-1/3, dealing with separate property

Grantee's Mailing Address:

Arthur W. Hutson aka Audie Hutson 1/3
142 CR 407
Three Rivers, Texas 78071

Stacey M. Haning 1/3
3121 14th Street
Bay City, Texas 77414

Libby Wilkins-Rivas 1/3
3208 Lee Circle
Pearland, Texas 77581

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

Property (including any improvements): All of my interest in a tract containing 15 acres, out of a tract containing 550.41 acres of land, more or less, being a part of an 871 acre tract of land in the Oliver Jones League, Abstract 78, Brazoria County, Texas; said 550.41 acre tract of land being the same land described in the partition deed executed by A. C. Cone, Jr., Trustee, A. C. Cone, Jr., Max L. Hagan, W. D. Bebout and Morris G. Casey, and further described in a Partition Deed executed by William G. Hutson and wife, Bessie C. Hutson, and Louis Fojtik and wife, Winnie Fojtik, and filed for record on June 28, 1974, in Brazoria County, Texas with the 15 acre tract of land being described by metes and bounds in the attached Exhibit.

Reservations from Conveyance: For Grantor and Grantor's assigns, a reservation of the full possession, benefit, and use of the Property for the remainder of the life of Grantor, including the right to consume the corpus, whether by sale, conveyance, mortgage, mineral lease, or otherwise, without any

duty to the remainderman and without liability for waste.

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

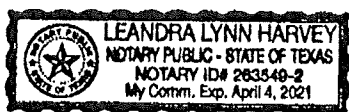
This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Bessie C. Hutson
Bessie C. Hutson

STATE OF TEXAS)

COUNTY OF BRAZORIA)

This instrument was acknowledged before me on October 16, 2019, by Bessie C. Hutson.



Leandra Lynn Harvey
Notary Public, State of Texas
My commission expires: April 4, 2021

AFTER RECORDING RETURN TO:
Stacey Haning, 3121 14th Street, Bay City, Texas 77414

Being a 15 acre tract of land out of a 550.41 acre tract, being a part of the Hellmuth 871 acre tract of land in the Oliver Jones League, Abstract 78, Brazoria County, Texas; said 550.41 acre tract of land being the same land described in the Partition Deed executed by A. C. Cone, Jr., Trustee, A. C. Cone, Jr., Max L. Hagan, W. D. Bebout and Morris G. Casey, said 15 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the Southeast line of County Road 332; said point being South 45° 21' West, 1555.0 feet, South 45° 22' West, 1556.9 feet and South 45° 25' West, 509.49 feet from the North corner of said 871 acre Hellmuth tract;

THENCE South 44° 45' East along the Northeast line of the herein described 15 acre tract and the Southwest line of the Leon O. Barber, Jr. 20 acre tract, a distance of 2732.67 feet to the East corner of the herein described tract on the Southeast line of the aforementioned Hellmuth tract;

THENCE South 45° 15' West along the Southeast line of the herein described tract and the aforementioned Hellmuth tract, a distance of 239.07 feet to a point for the South corner of the herein described 15 acre tract;

THENCE North 44° 45' West, a distance of 2733.37 feet along the Southwest line of the herein described 15 acre tract to a point for the West corner on the Northwest line of the aforementioned Hellmuth tract and the Southeast line of County Road 332;

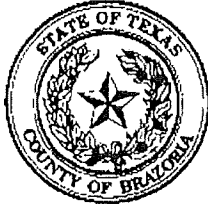
THENCE North 45° 25' East, a distance of 239.07 feet along the Northwest line of said Hellmuth tract and the Northwest line of the herein described 15 acre tract to the point of beginning.

FILED and RECORDED

Instrument Number: 2019051591

Filing and Recording Date: 10/17/2019 01:32:39 PM Pages: 4 Recording Fee: \$34.00

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.



A handwritten signature in cursive script, reading "Joyce Hudman".

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-regina



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.18.

8/27/2024

Interlocal Agreement between Brazoria County Health Department and City of Clute

The Court approves the Interlocal Agreement (ILA) between Brazoria County Health Department and the City of Clute for the use of their facilities as a POD (Point of Dispensing) site in the event of a public health emergency.

The County Judge and Director of Public Health Services are authorized to sign this agreement.

**Interlocal Agreement between the
City of Clute and the
Brazoria County Health Department**

This Interlocal Agreement (“Agreement”) is entered into between the City of Clute (“City/Town/Village”), and the Brazoria County Health Department (“Department”). The Department is a Local Health Department under Chapter 121 of the Health and Safety Code. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement. *This agreement has been approved by a separate order of the Brazoria County Commissioners Court Being Order No. _____, dated _____, 2024 and of the City of Clute dated*

July 11th, 2024.

I. Purpose

Under a grant from the Texas Department of Health, the Department is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the City/Town/Village and Department. It is the desire of the Department to provide such immunization or treatment to the First Responders within the City/Town/Village or at identified adjacent areas (to be determined based on resource requirements and precipitating event type/location) prior to the general public. The City/Town/Village will identify First Responders and critical staff and families that will be provide SNS Medical Countermeasures and or Vaccines. The City/Town/Village will report these numbers to the Department annually.

If the Department has concluded that the City/Town/Village possesses facilities that are qualified to serve as a Staff Medication Station (SMS) if immunization or treatment is necessary for First Responders, and the City/Town/Village desires to be as helpful as possible in the event of a public health emergency, the City/Town/Village herein agrees to make its law enforcement facilities available for purposes of First Responder immunization or treatment under the terms set out below. The City/Town/Village and the Department have concluded that this contemplated use of the facilities is a “governmental function” as defined in the Interlocal Agreement Act, *Texas Government Code §791.003(D)*

7/11/2024

**Interlocal Agreement between the
City of Clute and the
Brazoria County Health Department
II. Public Health Emergency**

This agreement will go into effect only if:

- 1) The Commissioner of Health or the local health authority declares that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease;
- 2) The parties shall agree to the location of the facility or facilities to be utilized pursuant to this agreement and the extent to which each such facility shall be utilized concurrently or prior to any control measure declaration being made.
- 3) The Department has the necessary stock pile of medications.

III. Obligations of the Department

- 1) The Department will supply or arrange for all equipment, vaccine, and medicine necessary to administer the vaccine or medication to City/Town/Village staff, first responders, and City/Town/Village population at a distribution site of the Department's choosing based on resources available and nature of the precipitating event.
- 2) The Department will be responsible for disposal of medical waste and disinfection at the chosen facility following its use for the emergency. The health authority will provide written assurance of its safety for use as a law enforcement facility following its use.
- 3) The Department is responsible for the acts and negligence of its employees or volunteers, under state and federal law; provider, however, that pursuant to section 421.062 (b)(1) of the Texas Government Code the Department is not responsible for any civil liability that arises from the furnishing of a service under this Interlocal contract.
- 4) The Department will be responsible for any damage to property belonging to the City/Town/Village as a result of its use during the public health emergency, and to the extent they can be determined, costs for utilities described in section IV below. This compensation is mutually agreed to be "an amount that fairly compensates the performing party" as stated in the Interlocal Cooperation Act. The amounts to be paid to the City/Town/Village will be paid from current revenues available to the Department.

**Interlocal Agreement between the
City of Clute and the
Brazoria County Health Department**

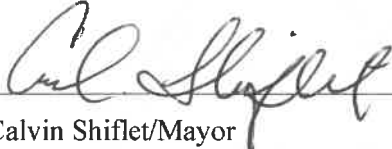
IV. Obligations of the City

- 1) The City/Town/Village will be provided an allotment of oral medication and will be responsible for the dispensing of said medication to their employees, contractors, and families and BCPH will provide information of the location to acquire sufficient medication (location may or may not be within the bounds of the City/Town/Village itself and may be located in an adjacent City/Town/Village) to the City/Town/Village.
- 2) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village is responsible for allowing the use of the facility normally associated with its use as a law enforcement facility or at another facility acceptable to both parties. The City/Town/Village is responsible for providing use of all rooms, fixtures, and equipment existing at the facility that is necessary for on-site use during the period of the emergency.
- 3) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village will provide at least one person on-site during the period of emergency use with access to the rooms, fixtures and equipment described above.
- 4) If the City/Town/Village is selected as a distribution site by BCPH, the City/Town/Village will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks.
- 5) The City/Town/Village will provide the Department with the number of First Responders needing treatment to the distribution site (distribution location may or may not be within the bounds of the City/Town/Village itself and may be located in an adjacent City/Town/Village).
- 6) The City/Town/Village will obtain all medications from the Department at its location at 1524 E. Mulberry, Angleton, Texas, or at another location as specified by the Department.
- 7) The City/Town/Village will return all undistributed medication to the Department.
- 8) If the City/Town/Village has been issued a POD-trailer, the City/Town/Village will utilize POD-trailer resources as needed to assist with these efforts during an emergency, and will maintain and account for the POD-trailer itself and all items secured therein in accordance with property inventory and signed agreements; *DA-form 2062 and signed agreements attached if relevant.*

**Interlocal Agreement between the
City of Clute and the
Brazoria County Health Department
V. Term**

This agreement becomes effective when approved by the governing body of the City/Town/Village and Department. It may be canceled by either party by giving thirty days' notice to the other party, otherwise it remains in effect for five years and may be renewed by mutual agreement.

Authorized Signature for City of Clute



Calvin Shiflet/Mayor
City of Clute Here

7/11/24
Date

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

Date

Cathy Sbrusch, RN,BSN,CIC
Director of Public Health Services
Brazoria County Health Department

Date

7/11/2024



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.19.

8/27/2024

Interlocal Cooperation Agreement with UTMB to Provide In-Person Primary Care Services to the County's Indigent Residents

Approve entering into an Interlocal Cooperation Agreement with University of Texas Medical Branch at Galveston to provide in-person primary care services to Brazoria County's indigent residents.

The County Judge is authorized to execute said Agreement on behalf of the County.

Further a copy of this order be provided to the Health Department.

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is entered into effective **October 1, 2024** ("Effective Date"), by and between The University of Texas Medical Branch at Galveston, an institution of The University of Texas System, an agency of the State of Texas ("UTMB Health") and Brazoria County on behalf of the Brazoria County Indigent Health Care Program ("Brazoria County") pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

1. Definitions

- 1.1 Receiving Party: Brazoria County, a local government of the State of Texas.
- 1.2 Performing Party: UTMB Health, an institution of higher education and an agency of the State of Texas.
- 1.3 Contracting Parties includes the Receiving Party and the Performing Party.
- 1.4 Eligible Resident: A Brazoria County resident who:
 - 1.4.1 Presents a valid Brazoria County identification card to UTMB Health; or
 - 1.4.2. Has a valid referral authorization from the Brazoria County Indigent Health Care Office or a physician designation by Brazoria County Indigent Health Care Office as able to make referrals; or
 - 1.4.3. Is authorized or presented to UTMB Health for treatment by a District official.
- 1.5 Patient: Any individual who is classified as an Eligible Resident of Brazoria County.

2. Purpose

The purpose of this Agreement is to obtain the services of UTMB Health to provide in-person primary care services to Eligible Residents within Brazoria County. This Agreement will increase the efficiency and effectiveness of the Contracting Parties.

3. Specific Covered Services ("Services") by UTMB Health include the following:

- 3.1. In-person primary care services provided by an Advanced Practice Clinician(s) ("APC") trained for and skilled in comprehensive first contact and continuing care for people with undiagnosed signs, symptoms or health concerns not limited to problem origin, organ system or diagnosis. Primary care services exclude specialty care, laboratory not performed by APC on location and imaging services.
- 3.2. UTMB will order the necessary medical supplies for any Patient primary care visit, all costs of which are included within payments to UTMB Health under the Agreement.

- 3.3. All medications and vaccines ordered and paid for by Brazoria County may be housed at the UTMB Health clinic site in a designated location, or as more specifically outlined in Section 4.3.
- 3.4. Primary care will include diagnosis and as appropriate treatment, health promotion, disease prevention and health maintenance, and patient education.
- 3.5. The APC will act as the principal point of consultation and will provide the referral, as appropriate, for specialty care, laboratory and imaging services.
- 3.6. The APC will be assisted by a Medical Assistant at each location and supervised by a designated UTMB Health physician.
- 3.7. UTMB Health will provide Services on the following days and during those hours at the respective UTMB Health clinic locations listed below for 48 weeks per year, in accordance with the UTMB Clinic Enterprise Holiday Schedule:

Mondays 8AM – 5PM: 2020 E. HWY 6 Alvin, Texas 77511

Thursdays 8AM – 5PM: 2309 W. Mulberry St. Angleton, TX 77515
- 3.8. Quarterly report(s) including scheduled visits, number of patients treated, health problems addressed, and referrals, will be provided to Brazoria County, as requested and mutually agreed upon between the Parties.
- 3.9. Specialty care referral will be performed by UTMB Health support staff with authorizations and approvals by Brazoria County Indigent Health Care Program.
- 3.10. EPIC is anticipated to be the electronic medical record and will be provided by UTMB Health.
- 3.11. Scheduling services that will be accessible from 8:00 a.m. to 5:00 p.m. Monday through Friday and UTMB Health will provide Services, both, in accordance with the UTMB Clinic Enterprise Holiday Schedule.
- 3.12. After hours call center will be provided by UTMB Health 24 hours a day/7 days per week that includes nurses providing advice from nationally recognized protocols.

4. Brazoria County's responsibilities include:

- 4.1 Brazoria County agrees to pay in advance for Services in accordance with Section 5 below, at the first of each month to be paid on or before the tenth working day of each month. UTMB will send a monthly invoice to Jennifer Gutierrez, 434 E. Mulberry, Angleton, Texas 77515, 979-864-3922(Fax); jenniferg@brazoria-county.com no later than the 3rd Thursday of the preceding month.

- 4.2 Brazoria County will supply an Indigent Care Case Worker to UTMB Health clinic locations, and will also be responsible for supplying IT/IS equipment needed for the Indigent Care Case worker while onsite at one of the UTMB clinics.
- 4.3 Medications and vaccines will be ordered and paid for by Brazoria County and should be delivered to the UTMB clinics in Angleton and Alvin. The medications and vaccines will be stored in a designated location in each of the UTMB clinics in Angleton and in Alvin. If it's not possible to ship medication and vaccines to two different locations, then it can all be shipped to one location (UTMB Angleton) and the UTMB LVN will coordinate the medication with the appropriate clinic.
- 4.4 Brazoria County shall screen and authorize all patients in accordance with the provisions of the Act and the County's internal procedures in advance of any treatment.
- 4.5 Brazoria County shall always provide UTMB Health with a monthly list or report via facsimile to (409) 747-0850 of all Eligible Residents to be used as authorization for scheduling patients. This list or report must include the following information for each eligible resident: First, Middle, and Last Name; Date of Birth; Dates of Eligibility; and Social Security Number. As required, Brazoria County shall provide a Notice of Eligibility or Ineligibility for residents who are added or removed mid-month.

5. Fee Schedule

- 5.1. The total amount of this Agreement shall not exceed **\$262,453.00 per year.**

Primary Care Services:	\$89,653
Operations:	<u>\$107,015</u>
Sub Total	\$196,668

Indirect Overhead (33.45%): \$65,785

Total: \$262,453

- 5.2. For budgeting purposes, a 3% inflation factor assumption should be used for future years of service.
- 5.3. This Agreement Amount includes costs associated with all operations, including normal maintenance & operation expenses, appointment scheduling services, travel if needed, and necessary equipment for UTMB Health to perform Services under this Agreement.

6. Payment

- 6.1. Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Agreement in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code* to the following address:

UTMB - OSP
Dept #750
P.O. Box 660120
Dallas, Texas 75266-0120

- 6.2. Payments made under this Agreement will (1) fairly compensate Performing Party for the services performed under this Agreement, and (2) be made from current revenues available to Receiving Party.

7. Term

The term of this Agreement begins on the Effective Date and expires on September 30, 2025.

8. Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Party: Brazoria County Health Department
Director of Public Health Services
434 E. Mulberry
Angleton, Texas 77515
Attention: Cathy Sbrusch

with copy to: Brazoria County District Attorney's Office
111 E. Locust, Suite 408A
Angleton, Texas 77515
Attention: Mary Shine

If to Performing Party: The University of Texas Medical Branch
EVP and Chief Financial Officer
301 University Boulevard, Route 0128
Galveston, TX 77555-0128

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

9. Termination

- 9.1 In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon ten (10) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the ten-day period.
- 9.2 Either Contracting Party may terminate this Agreement upon ninety (90) days advance written notice of termination to the other Party.

10. Other Provisions

Both Parties agree to the following provisions:

- 10.1 Indemnification.** To the extent authorized by the Constitution and laws of the State of Texas, Brazoria County shall hold harmless and indemnify UTMB Health, the State of Texas, Board of Regents, The University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of Brazoria County, its officers, employees, and/or agents including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB Health shall hold harmless and indemnify Brazoria County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB Health, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.
- 10.2 Acknowledgement of HIPAA Obligation.** To the extent Brazoria County comes into contact with information considered Individually Identifiable Health Information, Protected Health Information or Electronic Protected Health Information (collectively, "Protected Information"), as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(D)) ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and 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 herein as "the HIPAA Rules," Brazoria County agrees to keep private and to secure any information considered Protected Information in accordance with federal law.

The Parties agree to only use and disclose PHI as required to perform the Services outlined in this Agreement. Neither Party will use or further disclose PHI other than as permitted under this Agreement and both Parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both Parties agree to promptly notify the other of any use or disclosure

of PHI not provided for in this Agreement. Both Parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both Parties understand that either Party may terminate this Agreement immediately if the other Party's actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both Parties shall require any agents or subcontractors who receive PHI to be bound by the same restriction and conditions outlined in this Agreement.

- 10.3 Venue; Governing Law.** Galveston County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 10.4 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.
- 10.5 Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Agreement without further duty or obligation under this Agreement.
- 10.6 State Auditor's Office.** The Contracting Parties understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.
- 10.7 Assignment.** This Agreement is not transferable or assignable except upon written approval by Receiving Party and Performing Party.

- 10.8 Severability.** If 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 provision thereof: and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- 10.9 Public Records.** It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.
- 10.10 Dispute Resolution.** The Parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code for UTMB Health and Brazoria County to attempt to resolve all disputes arising under this Agreement. Brazoria County must give written notice to UTMB Health of a claim for breach of this Agreement no later than the 180¹ day after the date of the event giving rise to the claim. By its execution of this Agreement, the Parties acknowledge and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement, constitutes or is intended to constitute a waiver of UTMB Health's, Brazoria County's, or either of their employees' immunity from suit and/or liability. The Parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Galveston, Texas.
- 10.11 Force Majeure.** Neither UTMB Health nor Brazoria County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB Health or Brazoria County and that by the exercise of due diligence UTMB Health or Brazoria County is unable, wholly or in part, to prevent or overcome.

[signatures next page]

Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

BRAZORIA COUNTY

**THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON**

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

By: _____
Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and Chief
Financial Officer
301 University Boulevard
Galveston, Texas 77555-0128

Date: _____

Date: _____

Content Reviewed: _____

By: _____
Cynthia A. Judice, MD, FAAP
Chief Medical Officer
Community Based Clinics

Date: _____

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is entered into effective **October 1, 2024** ("Effective Date"), by and between The University of Texas Medical Branch at Galveston, an institution of The University of Texas System, an agency of the State of Texas ("UTMB Health") and Brazoria County on behalf of the Brazoria County Indigent Health Care Program ("Brazoria County") pursuant to authority granted in and in compliance with Chapter 791, *Texas Government Code*.

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Sub Total	\$196,668

Indirect Overhead (33.45%):	<u>\$65,785</u>
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Total:	\$262,453
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UTMB - OSP
Dept #750
P.O. Box 660120
Dallas, Texas 75266-0120

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7. Term

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8. Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Party:	Brazoria County Health Department Director of Public Health Services 434 E. Mulberry Angleton, Texas 77515 Attention: Cathy Sbrusch
<i>with copy to:</i>	Brazoria County District Attorney's Office 111 E. Locust, Suite 408A Angleton, Texas 77515 Attention: Mary Shine
If to Performing Party:	The University of Texas Medical Branch EVP and Chief Financial Officer 301 University Boulevard, Route 0128 Galveston, TX 77555-0128

or such other person or address as may be given in writing by either party to the other in accordance with this Section.

9. Termination

- 9.1 In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon ten (10) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the ten-day period.
- 9.2 Either Contracting Party may terminate this Agreement upon ninety (90) days advance written notice of termination to the other Party.

10. Other Provisions

Both Parties agree to the following provisions:

- 10.1 **Indemnification.** To the extent authorized by the Constitution and laws of the State of Texas, Brazoria County shall hold harmless and indemnify UTMB Health, the State of Texas, Board of Regents, The University of Texas System and their officers, employees and agents, from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages, including reasonable attorney's fees and court costs, resulting from or attributable to any act or omission of Brazoria County, its officers, employees, and/or agents including any acts constituting negligence or gross negligence. To the extent authorized by the Constitution and laws of the State of Texas, UTMB Health shall hold harmless and indemnify Brazoria County from and against, any and all claims, liabilities, losses, judgments, expenses and/or damages resulting from or attributable to any act or omission of UTMB Health, its officers, medical staff or employees, including any acts constituting negligence or gross negligence.
- 10.2 **Acknowledgement of HIPAA Obligation.** To the extent Brazoria County comes into contact with information considered Individually Identifiable Health Information, Protected Health Information or Electronic Protected Health Information (collectively, "Protected Information"), as defined by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(D)) ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and 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 herein as "the HIPAA Rules," Brazoria County agrees to keep private and to secure any information considered Protected Information in accordance with federal law.

The Parties agree to only use and disclose PHI as required to perform the Services outlined in this Agreement. Neither Party will use or further disclose PHI other than as permitted under this Agreement and both Parties will use appropriate safeguards to prevent the use or disclosure of PHI for any reason other than as provided by this Agreement. Both Parties agree to promptly notify the other of any use or disclosure

of PHI not provided for in this Agreement. Both Parties agree to notify the other of its corrective actions to cure any breaches as soon as possible. Both Parties understand that either Party may terminate this Agreement immediately if the other Party's actions are not successful in remedying the breach and the non-breaching party may report the problem to the Secretary of Health and Human Services. Both Parties shall require any agents or subcontractors who receive PHI to be bound by the same restriction and conditions outlined in this Agreement.

- 10.3 Venue; Governing Law.** Galveston County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 10.4 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.
- 10.5 Loss of Funding.** Performance by a Contracting Party of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by that Contracting Party's governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Party, or a Contracting Party's governing board fails to allocate the necessary funds, then the Contracting Party that loses funding may terminate this Agreement without further duty or obligation under this Agreement.
- 10.6 State Auditor's Office.** The Contracting Parties understand that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. The Contracting Parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The Contracting Parties will include this provision in all contracts with permitted subcontractors.
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- 10.9 Public Records.** It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.
- 10.10 Dispute Resolution.** The Parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code for UTMB Health and Brazoria County to attempt to resolve all disputes arising under this Agreement. Brazoria County must give written notice to UTMB Health of a claim for breach of this Agreement no later than the 180¹ day after the date of the event giving rise to the claim. By its execution of this Agreement, the Parties acknowledge and knowingly and voluntarily agrees that neither the execution of this Agreement, nor the conduct, act or inaction by any person in the execution, administration or performance of this Agreement, constitutes or is intended to constitute a waiver of UTMB Health's, Brazoria County's, or either of their employees' immunity from suit and/or liability. The Parties agree that this Agreement shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Galveston, Texas.
- 10.11 Force Majeure.** Neither UTMB Health nor Brazoria County shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB Health or Brazoria County and that by the exercise of due diligence UTMB Health or Brazoria County is unable, wholly or in part, to prevent or overcome.

[signatures next page]

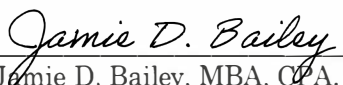
Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:

BRAZORIA COUNTY

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

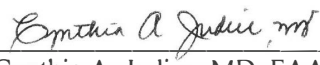
Date: 8/28/24

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

By: 
Jamie D. Bailey, MBA, CPA, CFE
Executive Vice President and Chief
Financial Officer
301 University Boulevard
Galveston, Texas 77555-0128

Date: 9/18/2024

Content Reviewed: NJA

By: 
Cynthia A. Judice, MD, FAAP
Chief Medical Officer
Community Based Clinics

Date: 9/6/2024



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.20.

8/27/2024

Renew WIC Lease Agreement

Renew "WIC Lease Agreement with the Central Brazoria County Business Park" for a fifth (5th) and final year of a five (5) year lease agreement per the terms, conditions and pricing of the current agreement for another twelve (12) month period beginning November 1, 2024 to October 31, 2025 at a monthly cost of \$2,194.50.

Further, expenditures will be funded by WIC Grant funds.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.21.

8/27/2024

Renew RFP #20-01 Service Awards for County Employees

Approval to renew with a 3% price increase for "RFP #20-01 Service Awards for County Employees" to MTM Recognition Corp. of Oklahoma City, OK for the fifth (5th) and final year of a five (5) year contract per the terms and conditions of the current contract which is set to expire on September 8, 2024.

The renewal term shall be September 9, 2024 to September 8, 2025.

Further, expenditures are budgeted in the annual general fund fiscal year budget.

20-01 Summary

Approval to renew with price increase for “RFP #20-01 Service Awards for County Employees” to the following vendor, as per the attached.

- MTM Recognition Corp

The vendor proposed 3% increase is due to the direct reflection of the past and current economic climate. The increase is in line with what is reflected in the attached Consumer Price Index (CPI).

Item Code	Short Item Description	Long Item Description w/Dimensions	CURRENT PRICE	PROPOSED PRICE	% OF INCREASE
		Lapel Pin / Charm - 1 year, 5 year, 10 year, 15 year, 20 year, 25 year, 30 year, 35 year, 40 year, 45 year	\$ 4.00	\$ 4.12	3.0%
5 Year Options					
00-0769	5 Year Suggested Gift Item - Option 2	CK-51 - Two-Piece 7" x 9" presentation box with black belly band, Brazoria County custom key chain, and personalized certificate in mount.	\$ 25.00	\$ 25.75	3.0%
00-0770	5 Year Suggested Gift Item - Option 1	CK-54 - Two-Piece 7" x 9" presentation box with belly band with 4" x 6" acrylic frame that holds a personalized Brazoria County custom certificate.	\$ 25.00	\$ 25.75	3.0%
99-CK52	5 Year Suggested Gift Item - Option 3	CK-52 - Two-Piece 7" x 9" presentation box with black belly band, Brazoria County custom acrylic coaster and personalized certificate in mount.	\$ 25.00	\$ 25.75	3.0%
10 Year Collection			\$36.05		
01-0023	Umbrella	This 100% nylon, 31" umbrella will please even the most discriminating owner. Alternating navy and white panels are attractive. Measures 48" across the top.	\$ 26.84	\$ 27.65	3.0%
01-0081-B2	Woman’s Port & Company® Shirt	This soft, generously cut denim shirt features long sleeves, 100% cotton, double-needle stitching, an open collar, button-through sleeve plackets and adjustable cuffs. [B2] Small. Embroidered with Brazoria County logo on left chest.	\$ 38.45	\$ 39.60	3.0%
01-0081-B3	Woman’s Port & Company® Shirt	This soft, generously cut denim shirt features long sleeves, 100% cotton, double-needle stitching, an open collar, button-through sleeve plackets and adjustable cuffs. [B3] Medium. Embroidered with Brazoria County logo on left chest.	\$ 38.45	\$ 39.60	3.0%
01-0081-B4	Woman’s Port & Company® Shirt	This soft, generously cut denim shirt features long sleeves, 100% cotton, double-needle stitching, an open collar, button-through sleeve plackets and adjustable cuffs. [B4] Large. Embroidered with Brazoria County logo on left chest.	\$ 38.45	\$ 39.60	3.0%
01-0081-B5	Woman’s Port & Company® Shirt	This soft, generously cut denim shirt features long sleeves, 100% cotton, double-needle stitching, an open collar, button-through sleeve plackets and adjustable cuffs. [B5] X-Large. Embroidered with Brazoria County logo on left chest.	\$ 38.45	\$ 39.60	3.0%
01-0081-B6	Woman’s Port & Company® Shirt	This soft, generously cut denim shirt features long sleeves, 100% cotton, double-needle stitching, an open collar, button-through sleeve plackets and adjustable cuffs. [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$ 41.08	\$ 42.32	3.0%
01-0184-B	Fleece Blanket	Warm and soft, this 6' x 4' fleece blanket is accompanied by a convenient carrying wrap with handles. Fabricated in a navy blue, anti-piling polyester. In carrier: 12" l. x 6-1/2" dia. [B] Accented with embroidered Brazoria County logo.	\$ 37.37	\$ 38.49	3.0%
01-0213	Elite Cap	Cap features 100% brushed cotton, pre-curved trimmed visor, 6 panel, medium profile with structured crown. Adjustable self-material strap with Velcro® closure. Light khaki with royal trim.	\$ 23.68	\$ 24.39	3.0%
01-0314-B2	Woman's Harriton Shirt	Professional attire never looked better than this wrinkle-resistant shirt. It features a spread collar, two-button adjustable cuffs, 55% cotton/45% polyester blended twill fabric, flat-felled seam finishing, darts and princess seams. Color: black. [B2] Small. Embroidered with Brazoria County logo on left chest.	\$ 44.24	\$ 45.57	3.0%
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01-0314-B5	Woman's Harriton Shirt	Professional attire never looked better than this wrinkle-resistant shirt. It features a spread collar, two-button adjustable cuffs, 55% cotton/45% polyester blended twill fabric, flat-felled seam finishing, darts and princess seams. Color: black. [B5] X-Large. Embroidered with Brazoria County logo on left chest.	\$ 44.24	\$ 45.57	3.0%
01-0314-B6	Woman's Harriton Shirt	Professional attire never looked better than this wrinkle-resistant shirt. It features a spread collar, two-button adjustable cuffs, 55% cotton/45% polyester blended twill fabric, flat-felled seam finishing, darts and princess seams. Color: black. [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$ 46.87	\$ 48.25	3.0%
01-2203-B1	Port Authority® Woman's Fleece Vest	Ready for layering, this super soft, midweight 100% polyester fleece vest offers great warmth and comfort. It features a twill-taped neck, reverse coil zipper, bungee cord zipper pulls, tricot-lined armholes and front zippered pockets. Color: Black [B1] X-Small. Embroidered with Brazoria County logo on left chest.	\$ 45.29	\$ 46.65	3.0%
01-2203-B2	Port Authority® Woman's Fleece Vest	Ready for layering, this super soft, midweight 100% polyester fleece vest offers great warmth and comfort. It features a twill-taped neck, reverse coil zipper, bungee cord zipper pulls, tricot-lined armholes and front zippered pockets. Color: Black [B2] Small. Embroidered with Brazoria County logo on left chest.	\$ 45.29	\$ 46.65	3.0%
01-2203-B3	Port Authority® Woman's Fleece Vest	Ready for layering, this super soft, midweight 100% polyester fleece vest offers great warmth and comfort. It features a twill-taped neck, reverse coil zipper, bungee cord zipper pulls, tricot-lined armholes and front zippered pockets. Color: Black [B3] Medium. Embroidered with Brazoria County logo on left chest.	\$ 45.29	\$ 46.65	3.0%
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01-2203-B5	Port Authority® Woman's Fleece Vest	Ready for layering, this super soft, midweight 100% polyester fleece vest offers great warmth and comfort. It features a twill-taped neck, reverse coil zipper, bungee cord zipper pulls, tricot-lined armholes and front zippered pockets. Color: Black [B5] X-Large. Embroidered with Brazoria County logo on left chest.	\$ 45.29	\$ 46.65	3.0%
01-2203-B6	Port Authority® Woman's Fleece Vest	Ready for layering, this super soft, midweight 100% polyester fleece vest offers great warmth and comfort. It features a twill-taped neck, reverse coil zipper, bungee cord zipper pulls, tricot-lined armholes and front zippered pockets. Color: Black [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$ 47.92	\$ 49.36	3.0%
01-2203-B7	Port Authority® Woman's Fleece Vest	Ready for layering, this super soft, midweight 100% polyester fleece vest offers great warmth and comfort. It features a twill-taped neck, reverse coil zipper, bungee cord zipper pulls, tricot-lined armholes and front zippered pockets. Color: Black [B7] XXX-Large. Embroidered with Brazoria County logo on left chest.	\$ 50.03	\$ 51.53	3.0%
01-2212-B	Mesh Back Cap	Stay cool during those summer months with this tri-tone cap featuring 100% cotton twill with 100% polyester mesh back and plastic snapback closure. Color: Sandstone/Charcoal Black [B] Accented with embroidered Brazoria County logo.	\$ 25.82	\$ 26.60	3.0%

19-0119	Leeds® Tumbler	Keep your favorite beverages at the ideal temperature with this stainless steel tumbler. It features a thumb-slide lid and double-wall construction. 16 oz. capacity. 6-1/2" h.	\$ 22.92	\$ 23.61	3.0%
19-0325	Thermos® Tumbler	Keep your drink cold or hot with this 16-oz. stainless steel tumbler featuring double wall foam insulation.	\$ 26.26	\$ 27.05	3.0%
19-0408	Nordic Ware® Bowls	Perfect for organizing ingredients or serving small portions, these colorful bowls are microwave safe and will make the perfect addition to your kitchen. Set of four. 4" dia.	\$ 24.23	\$ 24.96	3.0%
19-0412	Maverick® Kitchen Scale	Perfect for watching your weight, this digital kitchen scale features an extra slim design, tare function, two touch buttons, 11 lb. capacity and low battery indicator. Includes batteries.	\$ 39.76	\$ 40.95	3.0%
19-0507	Picnic Time® Cheese Board Set	This circular chopping board is made of eco-friendly rubberwood, a hardwood known for its rich grain and durability. The stainless steel tools include a cleaver, plane, fork-tipped knife, and hard cheese knife/spreader. The board has over 82 square inches of cutting surface. Board: 10-1/5" dia. x 1-3/5" d.	\$ 36.40	\$ 37.49	3.0%
19-0555-B	Cutter & Buck® Tumbler	Keep your beverages cold or hot in this stainless steel double wall travel tumbler featuring a removable leather wrap. It fits all standard car cup holders. 7" h. [B] Accented with debossed Brazoria County logo.	\$ 36.63	\$ 37.73	3.0%
19-0715	Weber® Apron	Grill like a pro with this sturdy apron. It features deep pockets, adjusts at the neck and ties at waist for a custom fit. 100-percent cotton construction.	\$ 29.54	\$ 30.43	3.0%
19-0849	Presto® Bacon Cooker	Make crisp, delicious bacon easily with this microwave bacon cooker. It features a fat drip base, easy-grasp handle and removable cooking racks that separate and stack in base. Fully immersible and dishwasher safe.	\$ 29.72	\$ 30.61	3.0%
19-0861	Presto® Canning Kit	Make canning easier with this kit. It includes a digital timer, funnel, magnetic lid lifter, jar lifter, jar wrench and kitchen tongs.	\$ 30.59	\$ 31.51	3.0%
19-0905	Rabbit® Wine Tool Set	This set includes everything you need to open, serve and seal your wine: a two-step waiter’s corkscrew, wine/champagne sealer and pourer with stopper.	\$ 31.33	\$ 32.27	3.0%
19-0937	Nordic Ware® Popcorn Popper	Make light and fluffy popcorn in about four minutes and serve directly from the bowl of this microwave popper.	\$ 27.12	\$ 27.93	3.0%
19-0954	Victorinox Swiss Army® Kitchen Ensemble	Non-slip cutting board and utility knife. 8" h. x 6" w. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including lead and phthalates, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 35.97	\$ 37.05	3.0%
20-0166	Spode® Serving Accessory	This Blue Italian cake slicer and server measures 10" long. The handle is made of porcelain, and the blade is stainless steel. Hand wash only.	\$ 30.53	\$ 31.45	3.0%
37-0569	Weber® Grill Brush	Keep your grates clean with this bamboo brush. No need to buy a new brush each year; the easy-to-remove reversible head can be replaced each spring. Designed to get into tight spaces, it has an extra long handle to keep hands away from the heat and features stainless steel bristles. 18" l.	\$ 36.14	\$ 37.22	3.0%
37-0772	Cooking Thermometer	Cook accurately every time with this thermometer unit featuring different meat choices, preset doneness levels, manual temperature settings, three distinct doneness alerts and three ways to mount the unit.	\$ 39.76	\$ 40.95	3.0%
37-0837	Stanley® Screwdriver Set	The perfect multi-tool, this 20-piece multitbit screwdriver set features a three-position switch that enables clockwise and counter-clockwise ratcheting, locked position bit storage in handle and magnetic bit holder. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 37.89	\$ 39.03	3.0%
38-0429-B	Leed’s® Tote	Ideal for sporting and outdoor events, this tote features an open main compartment, front pocket with hook and loop closure, two large side pockets, D-ring and 10-1/2" drop handle. 12-1/2" h. x 17" w. x 4-1/2" d. Color: Navy [B] Accented with embroidered Brazoria County logo.	\$ 32.63	\$ 33.61	3.0%
38-0681	Lunch Cooler	Inspired by puffy sport coats, this lunch cooler features contrast side stitching for a quilted look. It features an open main compartment with top zip closure and accommodates six cans. 8" h. x 10-1/4" l. x 6" d.	\$ 24.74	\$ 25.48	3.0%
38-0882-B	Leeds® Backpack	Adventure is on the horizon with this backpack featuring a large, zippered main compartment, front open pocket, side mesh pocket, padded straps and carry handle. 17-1/4" h. x 12" w. x 7" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 35.89	\$ 36.97	3.0%
39-0067-A	Leeds® Picture Frame	Display your favorite 4" x 6" photo in this sleek, stylish aluminum frame. 6-1/4" h. x 5-1/4" w. x 1/2" d. [A] Accented with Brazoria County logo on a rhodium-plated crest.	\$ 30.63	\$ 31.55	3.0%
40-0162-A	Ballpoint Pen/Stylus	A great tool for home or office, this handsome combination ballpoint and stylus features twist action, a brass cap and barrel, and a chrome clip and trim. The capacitive stylus works with iPad®, iPhone®, Android™ and other touch screen devices. Black ink. [A] Accented with Brazoria County logo on a rhodium-plated crest.	\$ 30.32	\$ 31.23	3.0%
41-0462	Leeds® Insulated Bottle	The inner wall of this stainless steel bottle is plated with copper for ultimate conductivity to keep drinks hot for 12 hours and cold for 48 hours. 17 oz.	\$ 29.47	\$ 30.35	3.0%
41-0804-B	Coleman® Cooler	Keep your food and snacks cool from the park to the campsite with this cooler. Carry 12 cans or two 2-liter bottles as well as extra snacks and small gear. Antimicrobial properties are built into the flexible lining to resist odor, mold and mildew. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 37.47	\$ 38.59	3.0%
41-0846	Kaito Lantern	With a unique extendable design, this rugged and water resistant 7 LED lantern turns into a 3 LED flashlight. Extends from 5" to 7". Convenient carry strap included. Requires 3 AAA batteries (not included).	\$ 31.58	\$ 32.53	3.0%
41-0860-B	Cooler Tote	This cooler tote has front mesh pockets, front pocket with hook and loop closure, heat sealed PEVA lining, zippered main compartment and 1-1/4" x 28" handles. 13-1/2" h. x 15" w. x 6" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 34.84	\$ 35.89	3.0%

41-0939	Coleman® Jug	This environment-friendly 1/3 gallon insulated jug will keep your drink cold or hot until you are ready for it.	\$23.68	\$24.39	3.0%
41-0942-B	Cabela’s® Creel	The durable canvas construction and mesh side vents of this creel keep fish cool. It features a plastic lining for easy cleanup and three-pocket design for extra gear. 14" x 9" [B] Accented with Brazoria County logo debossed on luggage tag.	\$39.05	\$40.22	3.0%
41-1221	WeatherTech® Car Coasters	Keep your cup holders clean with these easily removable car coasters. Includes two large and two small coasters. Fits virtually all vehicle cup holders. Large: 3-7/16" dia.; Small: 3-1/8" dia.	\$25.00	\$25.75	3.0%
42-0025	Tasco® Binoculars	These 4x30mm mid-size binoculars feature multi-coated optics. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$33.16	\$34.15	3.0%
45-0053	Soleus Activity Tracker	Keep motivated with this activity tracker. It tracks your movements, syncs via Bluetooth® and is sweat and water resistant. Includes two different sized silicone bands.	\$31.33	\$32.27	3.0%
15 Year Collection			\$77.05		
01-0325-B2	Man's Eddie Bauer® Jacket	This super soft and warm jacket is as comfortable as it gets for fall hikes and everyday excursions. This jacket boasts a contrast rolled top collar, lined zippered pockets, open cuffs and an open hem. It is made of soft, durable material that features Low Impact Technology™. Color: River Blue [B2] Small. Embroidered with Brazoria County logo on left chest.	\$77.89	\$80.22	3.0%
01-0325-B3	Man's Eddie Bauer® Jacket	This super soft and warm jacket is as comfortable as it gets for fall hikes and everyday excursions. This jacket boasts a contrast rolled top collar, lined zippered pockets, open cuffs and an open hem. It is made of soft, durable material that features Low Impact Technology™. Color: River Blue [B3] Medium. Embroidered with Brazoria County logo on left chest.	\$77.89	\$80.22	3.0%
01-0325-B4	Man's Eddie Bauer® Jacket	This super soft and warm jacket is as comfortable as it gets for fall hikes and everyday excursions. This jacket boasts a contrast rolled top collar, lined zippered pockets, open cuffs and an open hem. It is made of soft, durable material that features Low Impact Technology™. Color: River Blue [B4] Large. Embroidered with Brazoria County logo on left chest.	\$77.89	\$80.22	3.0%
01-0325-B5	Man's Eddie Bauer® Jacket	This super soft and warm jacket is as comfortable as it gets for fall hikes and everyday excursions. This jacket boasts a contrast rolled top collar, lined zippered pockets, open cuffs and an open hem. It is made of soft, durable material that features Low Impact Technology™. Color: River Blue [B5] X-Large. Embroidered with Brazoria County logo on left chest.	\$77.89	\$80.22	3.0%
01-0325-B6	Man's Eddie Bauer® Jacket	This super soft and warm jacket is as comfortable as it gets for fall hikes and everyday excursions. This jacket boasts a contrast rolled top collar, lined zippered pockets, open cuffs and an open hem. It is made of soft, durable material that features Low Impact Technology™. Color: River Blue [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$80.53	\$82.95	3.0%
01-0325-B7	Man's Eddie Bauer® Jacket	This super soft and warm jacket is as comfortable as it gets for fall hikes and everyday excursions. This jacket boasts a contrast rolled top collar, lined zippered pockets, open cuffs and an open hem. It is made of soft, durable material that features Low Impact Technology™. Color: River Blue [B7] XXX-Large. Embroidered with Brazoria County logo on left chest.	\$82.63	\$85.10	3.0%
01-0325-B8	Man's Eddie Bauer® Jacket	This super soft and warm jacket is as comfortable as it gets for fall hikes and everyday excursions. This jacket boasts a contrast rolled top collar, lined zippered pockets, open cuffs and an open hem. It is made of soft, durable material that features Low Impact Technology™. Color: River Blue [B8] XXXX-Large. Embroidered with Brazoria County logo on left chest.	\$84.74	\$87.27	3.0%
01-0326-B2	Woman’s Eddie Bauer® Fleece	Great for fall hikes and everyday excursions, this super soft jacket is warm, comfortable, and flattering. It features a contrast rolled top collar, reverse coil contrast zippers, front zippered pockets with tricot lining and an open hem. 100% polyester fleece. Color: River Blue. [B2] Small. Embroidered with Brazoria County logo on left chest.	\$77.89	\$80.22	3.0%
01-0326-B3	Woman’s Eddie Bauer® Fleece	Great for fall hikes and everyday excursions, this super soft jacket is warm, comfortable, and flattering. It features a contrast rolled top collar, reverse coil contrast zippers, front zippered pockets with tricot lining and an open hem. 100% polyester fleece. Color: River Blue. [B3] Medium. Embroidered with Brazoria County logo on left chest.	\$77.89	\$80.22	3.0%
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01-0326-B6	Woman’s Eddie Bauer® Fleece	Great for fall hikes and everyday excursions, this super soft jacket is warm, comfortable, and flattering. It features a contrast rolled top collar, reverse coil contrast zippers, front zippered pockets with tricot lining and an open hem. 100% polyester fleece. Color: River Blue. [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$80.53	\$82.95	3.0%
01-2279-B2	Man's Eddie Bauer® Fishing Shirt	Designed with the needs of fishermen in mind, this versatile yet comfortable shirt features a built-in rod holder, two large fly box pockets and utility loop. Color: Driftwood [B2] Small. Embroidered with Brazoria County logo on left chest.	\$71.58	\$73.73	3.0%
01-2279-B3	Man's Eddie Bauer® Fishing Shirt	Designed with the needs of fishermen in mind, this versatile yet comfortable shirt features a built-in rod holder, two large fly box pockets and utility loop. Color: Driftwood [B3] Medium. Embroidered with Brazoria County logo on left chest.	\$71.58	\$73.73	3.0%
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01-2279-B6	Man's Eddie Bauer® Fishing Shirt	Designed with the needs of fishermen in mind, this versatile yet comfortable shirt features a built-in rod holder, two large fly box pockets and utility loop. Color: Driftwood [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$74.21	\$76.43	3.0%
01-2390-B1	Woman's OGIO® Jacket	For the ultimate in layered warmth, this comfortable full-zip jacket features stretch flatlock seams and reflective details. Color: Black [B1] X-Small. Embroidered with Brazoria County logo on left chest.	\$80.01	\$82.41	3.0%

01-2390-B2	Woman's OGIO® Jacket	For the ultimate in layered warmth, this comfortable full-zip jacket features stretch flatlock seams and reflective details. Color: Black [B2] Small. Embroidered with Brazoria County logo on left chest.	\$ 80.01	\$ 82.41	3.0%
01-2390-B3	Woman's OGIO® Jacket	For the ultimate in layered warmth, this comfortable full-zip jacket features stretch flatlock seams and reflective details. Color: Black [B3] Medium. Embroidered with Brazoria County logo on left chest.	\$ 80.01	\$ 82.41	3.0%
01-2390-B4	Woman's OGIO® Jacket	For the ultimate in layered warmth, this comfortable full-zip jacket features stretch flatlock seams and reflective details. Color: Black [B4] Large. Embroidered with Brazoria County logo on left chest.	\$ 80.01	\$ 82.41	3.0%
01-2390-B5	Woman's OGIO® Jacket	For the ultimate in layered warmth, this comfortable full-zip jacket features stretch flatlock seams and reflective details. Color: Black [B5] X-Large. Embroidered with Brazoria County logo on left chest.	\$ 80.01	\$ 82.41	3.0%
01-2390-B6	Woman's OGIO® Jacket	For the ultimate in layered warmth, this comfortable full-zip jacket features stretch flatlock seams and reflective details. Color: Black [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$ 82.70	\$ 85.19	3.0%
01-2390-B7	Woman's OGIO® Jacket	For the ultimate in layered warmth, this comfortable full-zip jacket features stretch flatlock seams and reflective details. Color: Black [B7] XXX-Large. Embroidered with Brazoria County logo on left chest.	\$ 84.85	\$ 87.39	3.0%
01-2390-B8	Woman's OGIO® Jacket	For the ultimate in layered warmth, this comfortable full-zip jacket features stretch flatlock seams and reflective details. Color: Black [B8] XXXX-Large. Embroidered with Brazoria County logo on left chest.	\$ 87.00	\$ 89.62	3.0%
01-2393-B1	Man's OGIO® Pullover	With a distinctly sleek design, this stylish pullover jacket features flatlock seaming, welding details and offers layerable warmth. Color: Blacktop [B1] X-Small. Embroidered with Brazoria County logo on left chest.	\$ 80.01	\$ 82.41	3.0%
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01-2393-B5	Man's OGIO® Pullover	With a distinctly sleek design, this stylish pullover jacket features flatlock seaming, welding details and offers layerable warmth. Color: Blacktop [B5] X-Large. Embroidered with Brazoria County logo on left chest.	\$ 80.01	\$ 82.41	3.0%
01-2393-B6	Man's OGIO® Pullover	With a distinctly sleek design, this stylish pullover jacket features flatlock seaming, welding details and offers layerable warmth. Color: Blacktop [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$ 82.70	\$ 85.19	3.0%
01-2393-B7	Man's OGIO® Pullover	With a distinctly sleek design, this stylish pullover jacket features flatlock seaming, welding details and offers layerable warmth. Color: Blacktop [B7] XXX-Large. Embroidered with Brazoria County logo on left chest.	\$ 84.85	\$ 87.40	3.0%
01-2393-B8	Man's OGIO® Pullover	With a distinctly sleek design, this stylish pullover jacket features flatlock seaming, welding details and offers layerable warmth. Color: Blacktop [B8] XXXX-Large. Embroidered with Brazoria County logo on left chest.	\$ 87.00	\$ 89.62	3.0%
13-2095	Supersonic® Speaker System	Ride a wave of stellar audio with this powerful speaker system. Just connect to your computer, MP3 player, or external audio devices to enjoy clean, crisp, static-free sound. Features a built-in FM radio and USB and SD inputs. (Media device not included.)	\$ 63.20	\$ 65.10	3.0%
13-2724	iLive™ Activity Tracker	Keep track of all your activities with this Bluetooth® Smart tracker. It features a sleek wristband design, mobile notifications, and monitors activity, sleep, heart rate, blood pressure and blood oxygen. Lithium-ion battery included.	\$ 68.36	\$ 70.41	3.0%
13-3263	Canon® Photo Printer	Perfect for simple printing solutions, this photo printer features a rear paper tray, Hybrid Ink system, Quiet Mode and Hi-Speed USB port. Includes a full set of ink cartridges and power cord. 5" h. x 17" w. x 8-1/2" d.	\$ 81.37	\$ 83.82	3.0%
13-3323	Weather Ensemble	This ensemble will keep you apprised of weather conditions. The Midland® radio features seven preset weather channels and a standby mode with alert override to warn you of hazardous conditions. The Taylor® forecaster displays temperature and humidity and changes in barometric pressure. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 75.48	\$ 77.74	3.0%
19-0018	Hamilton Beach® Waffle Baker	Bake fluffy, restaurant-style waffles in minutes with this waffle maker, featuring easy-to-clean nonstick grids that make four delicious Belgian waffles.	\$ 58.80	\$ 60.56	3.0%
19-0430	Chicago Metallic® Taco Set	This durable, non-stick set has everything you need to create crisp baked taco shells and large shells for taco salads, and it includes a guacamole masher.	\$ 79.24	\$ 81.61	3.0%
19-0447	Food Dehydrator	Ideal for drying herbs, fruits, meats and flowers, this 135-watt dehydrator features five removable trays and a vented lid. The trays are adjustable and stackable. Contents not included.	\$ 67.32	\$ 69.33	3.0%
19-0642	Sunbeam® Mixer	This versatile 250-watt hand/stand mixer features five speeds and a tilt-back head. The Burst of Power™ button adds extra muscle when needed. Includes 3-qt. stainless steel bowl, chrome beaters and dough hooks.	\$ 59.88	\$ 61.67	3.0%
19-0698	Totally Bamboo Canister Set	A beautiful way to store pantry staples, these ceramic canisters feature bamboo parquet lids with airtight seals. Small canister holds 1-1/4 cup, medium holds 3 cups and large holds 6 cups.	\$ 86.10	\$ 88.68	3.0%
19-0779	Presto® Pressure Cooker	Prepare lower calorie foods fast with this 6-qt. stainless steel pressure cooker featuring a cover lock indicator and a bimetal-clad base.	\$ 77.67	\$ 80.00	3.0%
19-0834	OXO Container Set	Designed with a pop-lock airtight seal, this modular stacking container set includes a 2-qt. container, 1.5-qt. container, two 1-qt. containers and a 0.3-qt. container.	\$ 58.52	\$ 60.27	3.0%
19-0857	Presto® Electric Skillet	Roast, stew, grill, fry and make casseroles with this 16" jumbo 1500W electric skillet featuring a high dome cover that won't dent, warp, peel or bend.	\$ 80.22	\$ 82.63	3.0%
19-0911	Hamilton Beach® Electric Kettle	Finished in a beautiful brushed copper, this variable temperature electric kettle features six integrated temperature settings, keep warm setting, large water window, cord wrap, one-touch lid and built-in mesh filter. Capacity: 1.7L	\$ 80.87	\$ 83.60	3.0%
19-1026	Proctor Silex® Grill	A great option for preparing smaller meals, this indoor grill features 90sq. in. of nonstick cooking surface, a removable and dishwasher safe drip tray and cooking plates. Makes up to six servings.	\$ 87.45	\$ 90.07	3.0%
19-1056	J. A. Henckels® Prep Set	Tackle kitchen tasks and meal prepping with ease with this stainless steel prep set including a 5-1/2" prep knife, 3" paring knife, kitchen shears, blade sharpener and cutting board. Dishwasher safe.	\$ 75.89	\$ 78.16	3.0%

20-0176	Spode® Serving Dish	This Blue Italian design handled serving dish features the famous blue and white design framed by an Imari border, inspired by Chinese porcelain. Dishwasher and microwave safe. 11-1/2" l. x 8" w.	\$66.84	\$68.84	3.0%
37-0068-B	DeWALT® Sander Kit	Designed for smooth and comfortable sanding control, this 1/4 sheet orbital finish sander features a 2.3 AMP motor with14,000 OPM, an improved paper clamp feature and a rubber overmold. Includes kit bag. [B] Accented with Brazoria County logo debossed on luggage tag.	\$87.92	\$90.56	3.0%
37-0185	Black & Decker® Drill	Compact for easier access into tight spaces, this 12V max lithium drill features a soft grip handle, a variable speed trigger and an LED work light. Includes a slide on lithium-ion battery and charger. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$66.08	\$68.06	3.0%
37-0487	Coleman® Chair	The patio sling chair brings you the convenience of a folding chair with the comfort of a deluxe deck chair. Made of weather-resistant outdoor fabric on a sturdy aluminum frame. Comfortably supports 225 pounds. Features a beverage holder designed for a drink glass, wine glass, beverage can or bottle. Includes a carry bag.	\$73.82	\$76.03	3.0%
37-0576	Coleman® Air Pump	Quickly inflate or deflate an airbed with this air pump. The nozzle fits all Coleman® Double Lock™ valves with attachments to fit Boston valves and pinch valves. Includes a built-in rechargeable battery and 120-volt adapter.	\$74.44	\$76.67	3.0%
37-0770	Maverick® Grilling Thermometer	This is a digital remote grilling thermometer with two probes - one to measure the meat, and one to measure the internal temperature of the grill.	\$68.37	\$70.42	3.0%
37-0780	ThermaCELL® Lantern	Effectively repel mosquitoes with this lantern. Includes one 12-hour repellent mat, a fuel cartridge and a single pack refill. Requires four AA batteries (not included).	\$60.54	\$62.35	3.0%
37-0782	ThermaCELL® Mosquito Repellent	Rechargeable, scent-free and compact, this easy-to-use mosquito repellent features a lithium-ion battery and 110 sq. ft. radius. Includes: two 12-hour refills and a USB battery charger. Outdoor use only. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$82.28	\$84.75	3.0%
37-0855	Shop-Vac® Vacuum	Great for quick wet or dry pick up jobs, this lightweight, 1-1/2-gal. vacuum features a 1-1/4" dia. hose, rear blower port, 6' cord and a wall mountable and hand held design.	\$92.90	\$95.69	3.0%
37-0869	Cuisinart® Grill Tool Set	Perfect for any grilling enthusiast, this stainless steel and bamboo tool set includes a carrying case, spatula, basting brush, cleaning brush, tongs, four stainless steel skewers and four corncob holders.	\$80.89	\$83.32	3.0%
38-0552	Calvin Klein® Wristlet	Crafted from 100% Saffiano leather, this petite yet practical wristlet features gold-toned hardware and a zippered closure. 4-1/4" h. x 7" w.	\$73.68	\$75.89	3.0%
38-1132-B	High Sierra® Backpack	This comfortable backpack features multiple pockets to organize your essentials, including a dedicated tablet sleeve. 19" h. x 13" w. x 7-3/4" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$78.27	\$80.62	3.0%
38-1208	Bugatti™ Backpack	Crafted in fine Italian leather, this backpack features cotton canvas trim, numerous pockets, adjustable shoulder straps, and padded backing. 16-1/2" h. x 12-1/2" w. x 7" d.	\$97.24	\$100.16	3.0%
40-0147	Waterman Pen	The allure of soft matte black is combined with sophisticated gold plated trim to create this refined Hemisphere GT pen.	\$66.84	\$68.84	3.0%
41-0180-X2	Redington® Fishing Vest	Classic vest with plenty of pockets to store your gear. Nine external zip-close and Velcro® pockets keep you organized. Three interior pockets, large rear zip-close pocket, fleece fly keeper. Knitted collar. [X2] Small	\$75.79	\$78.06	3.0%
41-0180-X3	Redington® Fishing Vest	Classic vest with plenty of pockets to store your gear. Nine external zip-close and Velcro® pockets keep you organized. Three interior pockets, large rear zip-close pocket, fleece fly keeper. Knitted collar. [X3] Medium	\$75.79	\$78.06	3.0%
41-0180-X4	Redington® Fishing Vest	Classic vest with plenty of pockets to store your gear. Nine external zip-close and Velcro® pockets keep you organized. Three interior pockets, large rear zip-close pocket, fleece fly keeper. Knitted collar. [X4] Large	\$75.79	\$78.06	3.0%
41-0180-X5	Redington® Fishing Vest	Classic vest with plenty of pockets to store your gear. Nine external zip-close and Velcro® pockets keep you organized. Three interior pockets, large rear zip-close pocket, fleece fly keeper. Knitted collar. [X5] X-Large	\$75.79	\$78.06	3.0%
41-0180-X6	Redington® Fishing Vest	Classic vest with plenty of pockets to store your gear. Nine external zip-close and Velcro® pockets keep you organized. Three interior pockets, large rear zip-close pocket, fleece fly keeper. Knitted collar. [X6] XX-Large	\$78.42	\$80.77	3.0%
41-0180-X7	Redington® Fishing Vest	Classic vest with plenty of pockets to store your gear. Nine external zip-close and Velcro® pockets keep you organized. Three interior pockets, large rear zip-close pocket, fleece fly keeper. Knitted collar. [X7] XXX-Large	\$80.53	\$82.94	3.0%
41-0229	Coleman® Tent	Go camping in comfort with this spacious polyester tent. Includes carry bag, three fiberglass poles, rainfly and room to sleep two people. 5' w. x 7' d.	\$64.74	\$66.68	3.0%
41-0626	Texsport® Cabana	Protect yourself from the elements with this durable cabana made of heavy-duty polyurethane coated taffeta. Features rip-stop polyurethane floor, three mesh windows, zippered storm flaps and a 3-pole frame system. Flame retardant. 84" h. x 48" w. x 48" d.	\$92.65	\$95.43	3.0%
41-0866	Picnic Time® Wine Tote	This two-bottle wine tote features a cheese service, including a 6" sq. hardwood cheese board, a stainless steel cheese knife, and a stainless steel corkscrew. The tote features an adjustable shoulder strap, two insulated wine bottle pouches, and a large compartment for food and sundries. Food and wine bottles not included.	\$83.15	\$85.64	3.0%
41-1059	Shimano® Spinning Combo	This spinning combo comes with a 2-piece, 6 ft. freshwater spinning rod with reinforced aluminum oxide guides and a front drag spinning reel with a reversible retrieve system.	\$61.58	\$63.43	3.0%
41-1131	Carhartt® Bucket Cooler	Turn any standard five-gallon bucket into a sturdy 24-can cooler complete with internal insulation and four additional exterior pouches for even more storage with this insulated cover.	\$93.93	\$96.75	3.0%

41-1188	Travel Chair Portable Chair	Sturdy and reliable, this portable, folding chair features a powder coated steel frame and integrated cup holder. Up to 300 lb. weight capacity. Carry bag is included. 32" h. x 21" w. x 31" d.	\$ 57.37	\$ 59.09	3.0%
42-0119	Carson® Binoculars	Convenient and comfortable to carry, these compact, 10x25mm binoculars are the perfect companion for sporting events, concerts and all outdoor activities. Includes soft pouch and carrying strap. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 66.84	\$ 68.84	3.0%
45-0601	Homedics® Scale	For easy and instant readings, this large, thin profile scale shows weight in digital and analog and features a 3" h. x 1-1/4" w. LED digital display. Includes three AAA batteries. Weight capacity: 396 lbs.	\$ 79.15	\$ 81.52	3.0%
45-0645	Body-Solid® Training Slings	Tone, trim and condition your abdominal area without lower back strain. Features include solid steel locking carabineers rated at 10,000 lbs. capacity each. Arm slings are 8-1/2" w. with dense and durable 1" thick pads. Set of 2.	\$ 76.82	\$ 79.12	3.0%
45-0646	Wai Lana™ Yoga Kit	Perfect for beginners, this yoga kit features a yoga mat, beginners’ yoga and toning videos, 6' yoga strap and a six-month membership to an online relaxation club. Mat: 1/8" h. x 24" w. x 68" l.	\$ 88.69	\$ 91.35	3.0%
45-0682	Naxa® Fitness Combo	This ensemble includes Bluetooth® sport earphones, a Bluetooth® fitness tracker and a universal armband for your smartphone. Fitness tracker app compatible with iOS and Android™. Smartphone not included.	\$ 64.65	\$ 66.59	3.0%
45-0702	Paraffin Wax Works Paraffin Kit	For deep moisturization of dry and cracked skin and relief of joint and muscle pain, this kit includes the quick-heat paraffin bath, three pounds of lavender-infused paraffin, two thermal mitts, 50 liners and safety tray. The bath holds up to five pounds of wax.	\$ 83.05	\$ 85.54	3.0%
45-0712	Exercise Ensemble	Improve your core strength and balance with this Lifeline Fitness exercise ball made from burst resistant non-toxic/phthalate-free material. Size: 65 cm.; Capacity: 300 lbs. This non-slip Body-Solid® yoga mat rolls up easily for storage.	\$ 83.46	\$ 85.96	3.0%
45-0728	Kensington Exercising Footrest	Pamper your tired feet and invigorate your ankles and legs with the SoleMassage. Stimulating surface features an exercising motion to continually rub your feet while you sit.	\$ 61.24	\$ 63.08	3.0%
45-0800	Stamina® Cycle	Tone calves, thighs, hamstrings and glutes with this fitness cycle featuring non-slip pedals with strap holders, adjustable pedaling tension, folding legs, non-slip feet and durable steel frame. 17-1/2" h. x 14-1/2" w. x 12-1/2" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 84.26	\$ 86.79	3.0%
20 Year Collection			\$71.39		
01-2256-B2	Woman's Eddie Bauer® Jacket	Warm and comfort, this lightweight polyester microfleece jacket features flatlock stitching throughout and an anti-pill finish. Color: Black [B2] Small. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2256-B3	Woman's Eddie Bauer® Jacket	Warm and comfort, this lightweight polyester microfleece jacket features flatlock stitching throughout and an anti-pill finish. Color: Black [B3] Medium. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2256-B4	Woman's Eddie Bauer® Jacket	Warm and comfort, this lightweight polyester microfleece jacket features flatlock stitching throughout and an anti-pill finish. Color: Black [B4] Large. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2256-B5	Woman's Eddie Bauer® Jacket	Warm and comfort, this lightweight polyester microfleece jacket features flatlock stitching throughout and an anti-pill finish. Color: Black [B5] X-Large. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2256-B6	Woman's Eddie Bauer® Jacket	Warm and comfort, this lightweight polyester microfleece jacket features flatlock stitching throughout and an anti-pill finish. Color: Black [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$ 65.26	\$ 67.22	3.0%
01-2271-B1	Man's Eddie Bauer® Pullover	Sleek and functional, this smooth-faced fleece pullover is designed for comfort. Made from 9.3 oz. 100% polyester fleece, it features flat seam details, reverse coil zipper and open cuffs and hem. Color: Black. [B1] X-Small. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2271-B2	Man's Eddie Bauer® Pullover	Sleek and functional, this smooth-faced fleece pullover is designed for comfort. Made from 9.3 oz. 100% polyester fleece, it features flat seam details, reverse coil zipper and open cuffs and hem. Color: Black. [B2] Small. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2271-B3	Man's Eddie Bauer® Pullover	Sleek and functional, this smooth-faced fleece pullover is designed for comfort. Made from 9.3 oz. 100% polyester fleece, it features flat seam details, reverse coil zipper and open cuffs and hem. Color: Black. [B3] Medium. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2271-B4	Man's Eddie Bauer® Pullover	Sleek and functional, this smooth-faced fleece pullover is designed for comfort. Made from 9.3 oz. 100% polyester fleece, it features flat seam details, reverse coil zipper and open cuffs and hem. Color: Black. [B4] Large. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2271-B5	Man's Eddie Bauer® Pullover	Sleek and functional, this smooth-faced fleece pullover is designed for comfort. Made from 9.3 oz. 100% polyester fleece, it features flat seam details, reverse coil zipper and open cuffs and hem. Color: Black. [B5] X-Large. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2271-B6	Man's Eddie Bauer® Pullover	Sleek and functional, this smooth-faced fleece pullover is designed for comfort. Made from 9.3 oz. 100% polyester fleece, it features flat seam details, reverse coil zipper and open cuffs and hem. Color: Black. [B6] XX-Large. Embroidered with Brazoria County logo on left chest.	\$ 65.26	\$ 67.22	3.0%
01-2271-B7	Man's Eddie Bauer® Pullover	Sleek and functional, this smooth-faced fleece pullover is designed for comfort. Made from 9.3 oz. 100% polyester fleece, it features flat seam details, reverse coil zipper and open cuffs and hem. Color: Black. [B7] XXX-Large. Embroidered with Brazoria County logo on left chest.	\$ 67.37	\$ 69.39	3.0%
01-2271-B8	Man's Eddie Bauer® Pullover	Sleek and functional, this smooth-faced fleece pullover is designed for comfort. Made from 9.3 oz. 100% polyester fleece, it features flat seam details, reverse coil zipper and open cuffs and hem. Color: Black. [B8] XXXX-Large. Embroidered with Brazoria County logo on left chest.	\$ 69.47	\$ 71.55	3.0%
01-2489-B1	Man's OGIO® Pullover	Stay cool and comfortable while working out with this sweat-wicking pullover featuring odor control, zoned ventilation, ¼-zip neckline, stretch material, flatlock seams for comfort and reflective details. Color: Gear Grey [B1] X-Small. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%
01-2489-B2	Man's OGIO® Pullover	Stay cool and comfortable while working out with this sweat-wicking pullover featuring odor control, zoned ventilation, ¼-zip neckline, stretch material, flatlock seams for comfort and reflective details. Color: Gear Grey [B2] Small. Embroidered with Brazoria County logo on left chest.	\$ 62.63	\$ 64.51	3.0%

37-0908	Texsport® Canopy	Perfect for tailgating, this dining canopy features a durable taffeta cover, steel leg poles and shock-corded fiberglass roof poles. Includes stakes and storage bag. 84" h. x 9' w. x 9' d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 94.20	\$ 97.03	3.0%
37-0912	Coleman® Charcoal Grill	With a generous 133 square inches of cooking space, this grill features stainless steel construction, built-in handle and latching lid, removable charcoal lid, and folding legs for compact storage. 7-1/2" h. a 10-3/5" w. x 10-3/5" d.	\$ 77.34	\$ 79.66	3.0%
38-0939	Dooney & Bourke™ Wristlet	Carry your basics in style with this attractive fabric wristlet with leather trim. Snaps shut. Detachable wristband. Color: Black. 4" h. x 6-1/4" w. x 1-1/4" d.	\$ 74.74	\$ 76.98	3.0%
38-1232-B	Montreux® Carry-On Luggage	Travel with ease with this hardside carry-on luggage featuring four wheels, fully lined interior, zippered compartments, tie straps and a TSA lock. 20" h. x 12" w. x 6" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 94.86	\$ 97.71	3.0%
38-1253-B	Samsonite® Rolling Duffel	Travel in style with this wheeled duffel featuring a large main opening, end pockets, external grab handles, push-button, locking pull handle, skate-style, in-line wheels and corner protectors. 12" h. x 22" w. x 12-1/2" d. Color: RIVERROCK/BLACK [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 92.47	\$ 95.24	3.0%
38-1345-B	Carhartt® Duffel	Rugged and water repellent, this large 20" duffel packs inside 14" h. x 7-1/2" w. pouch and features an exterior slash pocket and removable adjustable shoulder strap with pad. 10-1/2" h. x 20" w. x 10-1/2" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 73.79	\$ 76.00	3.0%
38-1416	OGIO® Backpack	Sleek and streamlined, this backpack features an easy-access top, padded laptop compartment, zippered, padded main compartment, front compartment and padded shoulder straps. 15-3/4" h. x 10-1/4" w. x 4" d.	\$ 81.58	\$ 84.02	3.0%
41-0232-A	Man’s Pinemeadow Golf® Putter	This putter features a center weighted alignment system to keep all weight in the middle. 34" l. [A] Man's right hand.	\$ 66.84	\$ 68.84	3.0%
41-0232-B	Man’s Pinemeadow Golf® Putter	This putter features a center weighted alignment system to keep all weight in the middle. 34" l. [B] Man's left hand.	\$ 66.84	\$ 68.84	3.0%
41-0806-B	Coleman® Cooler	Get the convenience of a large cooler when you need it that saves on storage room when you don’t. This collapsible 45-can cooler features a zippered closure, a front mesh storage pocket and an antimicrobial flexible lining that resists odor, mold and mildew, making it easy to clean between uses. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 73.79	\$ 76.00	3.0%
41-1383	Texsport® Camp Shower	Perfect for camping, this portable shower features a 5-gal. reservoir, waterproof rip stop nylon side walls, flexible hose with on/off head and fiberglass pole frame. Includes storage bag with carry straps. 72" h. x 30" w. x 30" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 87.62	\$ 90.25	3.0%
41-1385	Pflueger® Spinning Reel	For performance and quality, this spinning reel features a seven stainless steel ball bearing system, graphite body and rotor, aluminum spool, stainless steel oil felt drag, aluminum handle and soft touch rubber knob. WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 77.89	\$ 80.23	3.0%
44-0064	Victorinox Swiss Army® Knife Set	These knives will come in handy, whether on your table for cutting steak or for use as utility knives in the kitchen. The set includes six knives with 4-1/2" serrated blades and a wood block for convenient storage.	\$ 73.68	\$ 75.89	3.0%
45-0790	Homedics® Foot Massager	Relax into a deep-kneading massage with this foot massager featuring four counter rotational massage heads, easy toe-touch controls and ergonomic design. 9" h. x 13-1/2" w. x 3-1/2" d.	\$ 80.82	\$ 83.24	3.0%
47-1053-C	Man's Montreux Watch	Sleek, clean lines define this handsome stainless steel timepiece featuring a brown leather strap, gold-tone case and quartz movement. Water resistant to 30 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 65.26	\$ 67.22	3.0%
47-1054-C	Woman's Montreux Watch	Sleek, clean lines define this stainless steel timepiece featuring a brown leather strap, gold-tone case and quartz movement. Water resistant to 30 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 65.26	\$ 67.22	3.0%
48-1355-C	Woman’s Remix® by Fossil® Watch	This sporty, stainless-steel watch is extremely dynamic and effortlessly wearable. Japanese Quartz movement. Water resistant to 50 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 68.42	\$ 70.47	3.0%
48-1869-C	Man's TFX® Watch	Ever practical, this stainless steel sport timepiece features a bracelet band, fold over clasp and quartz movement. Water resistant to 30 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 79.47	\$ 81.85	3.0%
25 Year Collection			\$172.20		
11-0103-A	Bulova® Weather Instrument	This nautical Yarmouth weather instrument features a clock, hygrometer, thermometer, is enclosed by solid-wood case with a walnut-finish. 17-1/4" h. x 10-1/4" w. x 2-3/4" d. [A] Accented with Brazoria County logo on rhodium plated crest.	\$ 179.05	\$ 184.40	3.0%
11-2016-A	Howard Miller® Clock	Enhance the décor of any room with this handsome mantel clock. It features a Macassar ebony finish with polished silver finished accents and a dial with brushed silver tone numeral ring surrounding a polished silver finished skeleton movement. 9" h. x 7-3/4"w. x 3-1/4" d. [A] Accented with Brazoria County logo on rhodium plated crest.	\$ 170.63	\$ 175.75	3.0%
11-2111	Howard Miller® Clock	Contemporary design and a revolving pendulum add distinction to this clock. Features include brushed aluminum and silver-tone accents, ebony finished top and base, black Roman numerals and markers, and chimes with volume control. Batteries not included. 11-3/4" h. x 8-3/4" w. x 5-3/4" d.	\$ 177.37	\$ 182.69	3.0%
11-2188-A	Bulova® Clock	Finished in an ebony stain, this oak table clock features a night light system, Bluetooth® wireless speaker system and raised silver bun feet. Includes rechargeable battery and micro USB charger. AA and C batteries not included. [A] Accented with Brazoria County logo on rhodium plated crest.	\$ 180.11	\$ 185.52	3.0%

13-2660	Garmin® Fishfinder	Mark and return to your hot spots, boat ramps and docks, and share your favorite waypoints and routes with this device. Smooth Scaling™ graphics provide uninterrupted imagery when switching between depth-range scales. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$	173.28	\$	178.48	3.0%
13-3165	Bose® SoundLink® Color Bluetooth® speaker II - Polar White	The SoundLink® Color Bluetooth® speaker II was engineered to deliver bold sound wherever life takes you. From the pool to the park to the patio, its rugged, water-resistant design lets you enjoy the music you love in more places. Voice prompts make Bluetooth pairing easy. And up to 8 hours of listening per battery charge lets you keep your playlists playing.	\$	170.67	\$	175.79	3.0%
19-0613	Magic Chef® Wine Cooler	Chill six bottles of your favorite wines in this wine cooler. It features thermoelectric cooling, adjustable temp control, temp ranges between 46 and 64 degrees F, sculpted chrome shelves and an interior light.	\$	154.32	\$	158.95	3.0%
19-0781	Southern Country Smokers Smoker	For maximum flavor, this charcoal/water smoker features an interlocking base and body, 351 sq.in. cooking surface, 5.5-qt. water pan, sliding access doors, built-in temperature gauge, reinforced steel legs and removable ash pan. 37" h. x 21-1/2" w. x 25" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$	173.48	\$	178.68	3.0%
19-0906	NuWave® Air Fryer	Cook your favorite fried foods with this 6-qt. digital air fryer. It features six presets, basket demounting button, basket divider and digital timer. Temperature range: 100-400° F. Basket and cooking rack are dishwasher safe. 12-1/4" h. x 11" w. x 11" d.	\$	184.27	\$	189.80	3.0%
19-0946	Hamilton Beach® Stand Mixer	For powerful mixing versatility, this stand mixer features a 300-watt motor, three attachments, six speeds, stainless steel 3.5-qt. bowl, tilt-up head and nonslip feet.	\$	142.29	\$	146.56	3.0%
19-0947	Hamilton Beach® Pasta Maker	Create homemade pasta with this electric pasta maker featuring seven pasta discs and built-in storage drawer. Dishwasher safe removable parts. Includes cleaning tool, seven pasta discs, measuring cup and four recipes.	\$	184.09	\$	189.61	3.0%
21-0216-A	J. A. Henckels® Knife Set	Easily slice through fruits and vegetables with this 12-piece knife set including a 3" paring knife, 7" hollow edge santoku knife, 8" bread knife, 8" chef's knife, six 4-1/2" steak knives, 9" sharpening steel and a hardwood knife block. [A] Accented with Brazoria County logo on gold-plated crest.	\$	151.68	\$	156.23	3.0%
25-0028-J	Man's Jewelry Ensemble	Add a sophisticated touch to your wardrobe with this sterling silver ring featuring a cushion-cut faceted tiger eye stone and rhodium finish. The rhodium plated money clip features a polished finish. [J] Size 9	\$	155.79	\$	160.46	3.0%
25-0028-L	Man's Jewelry Ensemble	Add a sophisticated touch to your wardrobe with this sterling silver ring featuring a cushion-cut faceted tiger eye stone and rhodium finish. The rhodium plated money clip features a polished finish. [L] Size 10	\$	155.79	\$	160.46	3.0%
25-0028-N	Man's Jewelry Ensemble	Add a sophisticated touch to your wardrobe with this sterling silver ring featuring a cushion-cut faceted tiger eye stone and rhodium finish. The rhodium plated money clip features a polished finish. [N] Size 11	\$	155.79	\$	160.46	3.0%
25-0028-Q	Man's Jewelry Ensemble	Add a sophisticated touch to your wardrobe with this sterling silver ring featuring a cushion-cut faceted tiger eye stone and rhodium finish. The rhodium plated money clip features a polished finish. [Q] Size 12	\$	155.79	\$	160.46	3.0%
25-0036-A	Man’s Jewelry Ensemble	Man's classic two-tone ensemble includes a polished sterling silver money clip, a silver tone ID bracelet with gold tone accents and a rhodium plated money clip. Bracelet: 8" l. [A] Accented with Brazoria County logo on a rhodium-plated crest.	\$	186.42	\$	192.02	3.0%
26-0029	Woman's Jewelry Ensemble	This 14-kt. gold freshwater cultured pearl pendant necklace and earring set include a 24% lead crystal jewelry box. Necklace: 18"; Box: 4-3/4" h. x 3-1/2" w.	\$	183.68	\$	189.19	3.0%
26-2048-A	Woman’s Jewelry Ensemble	Intertwining black rhodium-plated and sterling silver chains create a fashionably simple lariat necklace featuring a lobster clasp. Matching drop earrings with wires. Necklace: 18" l. [A] Accented with Brazoria County logo on a sterling silver charm.	\$	172.21	\$	177.38	3.0%
26-2105	Jewelry Ensemble	A clear cubic zirconia sparkles against rose-tone rhodium in this elegant sterling silver necklace and earring ensemble designed as a mini sundial. Necklace: 18" l.	\$	157.37	\$	162.09	3.0%
26-2196-A	Woman's Pearl Jewelry Ensemble	This graceful 17" necklace features pearls connected by interlocking oval loops of sterling silver. The matching earrings feature fishhook attachments. [A] Accented with Brazoria County logo on a rhodium-plated charm.	\$	185.58	\$	191.15	3.0%
26-2231-A	Pearl Jewelry Ensemble	Lustrous freshwater culture pearls add a style of elegance. Hand knotted on silk blend thread, the necklace and bracelet feature a sterling silver filigree clasp. Earrings come with post backs. Necklace: 18" l. Bracelet: 7-1/2" l. [A] Accented with Brazoria County logo on a rhodium-plated charm.	\$	162.95	\$	167.84	3.0%
26-2286-A	Woman's Jewelry Ensemble	It's always a new day with this sterling silver chain necklace and matching earrings featuring a distinct Celtic symbol pendant for new beginnings and earring post backs. Necklace: 18" l. [A] Accented with Brazoria County logo on a rhodium-plated charm.	\$	172.42	\$	177.59	3.0%
29-2076	Man's Ring	This handsome ring features a 12x10mm faceted white spinel stone, diamond accents, and a contemporary rhodium finished, sterling silver setting.	\$	164.21	\$	169.14	3.0%
29-2190	Woman's Sterling Silver Ring	The roped edge band on this sterling silver ring is accented with 10-kt. yellow gold X detail.	\$	181.58	\$	187.02	3.0%
29-2305	Woman's Sterling Silver Ring	Glamorously designed, this sterling silver ring featuring a 10x5mm marquis-cut, synthetic blue sapphire with two 3-pt., two 2-pt. and two 1.5-pt. cubic zirconias.	\$	173.68	\$	178.89	3.0%
29-2420	Man's Ring	Bold yet classically designed, this sterling silver ring features a blank onyx basestone and two 0.5-point diamonds.	\$	172.63	\$	177.81	3.0%
30-0037-A	Money Clip	This two-tone sterling silver money clip features a handsome design and gold-tone accents. [A] Accented with Brazoria County logo on gold-plated crest.	\$	182.74	\$	188.22	3.0%

31-0032	Edward Mirell Cuff Links	Fashioned from sterling silver and durable titanium, these contemporary cuff links feature a polished surface with stripe accents.	\$ 188.42	\$ 194.08	3.0%
32-2171	Diamond Earrings	These sterling silver hoop earrings feature a black rhodium finish and rope detail with an x-shaped diamond accent. 0.09ctw.	\$ 164.21	\$ 169.14	3.0%
37-0100	Southern Country Electric Smoker	With its chimney-like design, loose-fitting vented lid, tight-fitting doors and 5.5 quart water pan, this smoker perfects the slow-cooking process so food is juicy and tender every time. It has 351 sq. inches of cooking space. It can also be converted into a portable electric grill.	\$ 162.82	\$ 167.70	3.0%
37-0534	Fire Sense® Patio Heater	Perfect for outdoor entertaining, this heater provides warmth while adding ambiance to any outdoor table top setting. It raises the outdoor temperature 25 degrees and features 11,000 BTU, bronze finish, auto shut-off, and a stainless steel heating grid. Base: 12" dia.; Height: 39". Tank not included.	\$ 178.01	\$ 183.35	3.0%
37-0686	Broil King® Smoker Ensemble	This traditional style charcoal smoker is constructed of stainless steel with an enamel finish. It features two 16" cooking grids, a porcelain-coated water and charcoal bowl, a charcoal access door and a lid-mounted thermometer. Smoking/grilling guide included. Made of heavy-gauge brushed stainless steel, this handsome Weber® tool set includes a spatula, tongs and fork. Smoker: 31-1/2" h. x 16" dia.	\$ 173.04	\$ 178.23	3.0%
37-0722	Tool Ensemble	The Porter-Cable® 7.0-amp 4-1/2" angle grinder/cut off tool features a tool-free guard and spindle lock. The 3/8" Chicago® Power Tools drill features a 4-amp, reversible motor, locking trigger, variable-speed dial, 3/8" keyless chuck and 8' cord. Includes a Black & Decker® multifunction screwdriver. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 161.59	\$ 166.44	3.0%
37-0924	Earthwise® Pressure Washer	This electric pressure washer features 1650 PSI with standard 120V power, telescopic three-position handle, built-in wheels. 20' quick connect hose, adjustable spray gun, built-in detergent tank. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 186.63	\$ 192.22	3.0%
37-0960	Fire Sense® Patio Fireplace	Enjoy your evenings with this patio fireplace featuring a porcelain enamel bowl and lid, steel grate, center fire screen, wheels, top handle grip and powder coated steel support frame. 45-3/4" h. x 32-3/4" w. x 28" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 181.24	\$ 186.68	3.0%
38-0486-B	Dooney & Bourke™ Handbag	The perfect carryall for everyday, this stylish bag features shiny gold tone hardware, russet leather trim and a snap closure. Inside it features a zip and snap pocket, a cell phone pocket and an inside key hook. 11-1/4" h. x 12-1/2" w. x 6-3/4" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 190.10	\$ 195.81	3.0%
38-0918-B	American Tourister® Luggage Set	This four-piece travel set includes a boarding bag, a wheeled duffel bag and two upright cases. Large Upright: 25" h. x 16-1/2" w. x 8" d.; Small Upright: 21" h. x 14" w. x 7" d.; Boarding bag: 10" h. x 15" w. x 6-1/2" d.; Wheeled duffel: 11-1/2" h. x 23" w. x 12" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 186.24	\$ 191.83	3.0%
41-0407-B	Wilson® Cart Bag	This lightweight cart bag features a padded double four-point strap system with hip pads, a five-way top, three integrated handles, a trolley anchor base, seven versatile pockets, towel ring, glove holder, umbrella holder and rain hood. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 176.04	\$ 181.32	3.0%
41-0513	Outdoor Ensemble	Samsonite® 22" duffel,10x25mm Tasco® binoculars & Swiss Army® knife. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 185.19	\$ 190.75	3.0%
41-0926-B	Datrek® Golf Bag	Walk the course with ease with this stand bag offering ergonomic dual straps and hip pad for carrying comfort. The eight-way mesh padded top with full-length individual dividers provides organization. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 150.63	\$ 155.15	3.0%
42-0215	Bushnell® Binoculars	The 10x42mm binoculars have multi-coated optics & BAK-4 prisms. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 167.89	\$ 172.92	3.0%
43-0072-B	Carson® Telescope	The RedPlanet 35-88 x 76 mm Newtonian reflector telescope sets up easily. The tripod and u-mount provide a stable viewing platform with simple controls for tracking. The optical system is fully coated for maximum light transmission. Includes two eyepieces. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 184.21	\$ 189.73	3.0%
45-0710	Workout Ensemble	This 7-pc. Sharper Image resistance kit features a set of 3-lb. weights, set of two hand grips, jump rope, full body stretch cord and resistance cord. It is accompanied by an Escalade Sports® non-slip step platform and a Lifeline Fitness 30" foam roller. Step block: 28-3/4" h. x 14" w. x 8" d.	\$ 175.49	\$ 180.76	3.0%
47-1002	Man's Montreux® Watch	Fashionable man's watch features Swiss ETA quartz movement, mineral crystal, black hands and silver plated case and bracelet.	\$ 188.18	\$ 193.83	3.0%
47-1003	Woman's Montreux® Watch	Fashionable woman's watch features Swiss ETA quartz movement, mineral crystal, black hands, and silver plated case and bracelet.	\$ 188.18	\$ 193.83	3.0%

48-0449	Man's Pulsar® by Seiko® Watch	Powered by light, this stainless steel, black chronograph timepiece features blue accents, stopwatch capabilities and quartz movement. Water resistant to 100 meters.	Item No Longer Available	#VALUE!	#VALUE!
48-0729-C	Bulova® Watch Set	These watches feature a stainless steel case and bracelet, white dial and domed crystal. Quartz movement and water resistant to 30 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 165.26	\$ 170.21	3.0%
48-1149-B	Man's Continental Watch	Undeniably handsome, this steel case watch features a Swiss quartz movement, Italian leather band and steel buckle. Water resistant to 30 meters. [B] Accented with Brazoria County logo engraved on caseback.	\$ 164.74	\$ 169.69	3.0%
48-1150-B	Woman's Continental Watch	Undeniably elegant, this steel case watch features a Swiss quartz movement, Italian leather band and steel buckle. Water resistant to 30 meters. [B] Accented with Brazoria County logo engraved on caseback.	\$ 164.74	\$ 169.69	3.0%
48-1668-C	Woman's Fossil® Watch	With a hint of glam this stainless steel timepiece mirrors the night sky with a blue stainless steel bracelet and features quartz movement. Water resistant to 30 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 166.32	\$ 171.31	3.0%
48-1669-B	Man's Fossil® Watch	Displaying a knurled case, this chronograph timepiece features a black silicone strap that mimics a metal bracelet, quartz movement and is water resistant to 50 meters. [B] Accented with Brazoria County logo engraved on caseback.	\$ 166.32	\$ 171.31	3.0%
48-1812-C	Bulova Watch Ensemble	Simple elegance, this matching man and woman’s stainless steel timepieces feature a bracelet band with fold-over clap and quartz movement. Water resistant to 30 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 178.95	\$ 184.31	3.0%
35 Year Collection			\$272.45		
12-0006	Waterford® Lismore™ Carafe	This carafe is fluid and graceful. Softly flaring from base to rim, the elegant diamond and wedge cuts merge seamlessly on a bucket shape. 9-1/8" h., 28 oz.	\$ 290.00	\$ 298.71	3.0%
12-2022-B	Barware Ensemble	This Rabbit™ aerating crystal 48-oz. decanter for red wine and wine tool set pairs with this stylish double old-fashioned set of eight Marquis® by Waterford® glasses and this silver-plated Vera Wang tray. Recommend hand wash only. Decanter: 11" h. x 7" dia.; Glass Capacity: 11-oz.; Tray: 8" h. x 10" w. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov. [B] Accented with etched Brazoria County logo.	\$ 289.34	\$ 298.01	3.0%
12-2150-B	Waterford® Wine Glasses	Enhance your dining experience with these sophisticated stemless crystal wine glasses. The shape was designed to complement your favorite red wine. Set of 4. Each glass: 18 oz. [B] Accented with etched Brazoria County logo.	\$ 284.21	\$ 292.75	3.0%
13-0109	Bose® 151® SE environmental speaker system - White	The Bose® 151® SE environmental speaker system features Stereo Everywhere® speaker performance for balanced stereo sound over a wide area – instead of in a small “sweet spot” – to accommodate the way people enjoy listening outdoors.	\$ 306.49	\$ 315.70	3.0%
13-0282	QFX® Speaker	Party in spectacular fashion with this 18" portable, rechargeable speaker featuring app control, radio or USB device compatibility, subwoofer and microphone ports and controls. Includes tripod stand and microphone. 19-1/4" h. x 15-1/4" w. x 27-1/2" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 299.03	\$ 308.00	3.0%
13-2074	Yamaha Soundbar	Enjoy enhanced television audio with this 2-channel 120W soundbar featuring Amazon™ Alexa, wireless audio streaming and optical and HDMI® inputs. Includes an IR remote control and an optical cable. 2" h. x 35" w. x 5-1/4" d.	\$ 299.31	\$ 308.30	3.0%
13-2216	RCA® Sound System	Experience surround sound watching movies, listening to music and more. The 37" low profile soundbar features Bluetooth® capability and connects easily to TVs, game systems and audio players. Surround speakers, wireless subwoofer and remote control included.	\$ 297.48	\$ 306.40	3.0%
13-2780	ALC™ Surveillance System	Monitor inside or out with this simple wireless surveillance system. Includes a 7" touch screen monitor, a weatherproof camera, a multi-position stand, AC power adapter, a power extension cable and 8GB Micro SD memory card.	\$ 297.88	\$ 306.81	3.0%
13-2781	Fitbit® Fitness Watch	Elevate your fitness with this smartwatch featuring Amazon Alexa, Fitbit® Pay, heart rate tracking, music, SmartTrack and lithium-polymer battery. Water resistant to 50 meters. Compatible with Android™ 5.0 and later or iOS 10.6 and later. Includes small and large wristband and charging cable.	\$ 272.54	\$ 280.72	3.0%
13-2922	Whistler® Auto Ensemble	Be prepared for anything with this auto safety package featuring this digital wireless backup camera and this jump starter kit for a wide variety of 12V single-battery vehicles.	\$ 282.69	\$ 291.18	3.0%
15-0131	Deck Collection Prep Station	The Deck Collection prep station in ideal as a serving area when barbecuing or entertaining outdoors on your patio, deck or backyard. Portable design can be conveniently rolled to wherever you need it. Includes cabinet space for extra storage.	\$ 298.64	\$ 307.60	3.0%
19-0026	Breville® Citrus Press	Cast from high grade aluminum and zinc, this die-cast citrus press features an active-arm system with soft grip handle and juicing cone that can efficiently juice any size citrus fruit.	\$ 260.31	\$ 268.11	3.0%
19-0353	De'Longhi® Coffee Maker	Be your own barista with this all-in-one cappuccino, espresso and drip coffee maker. It features an advanced filter, stale coffee indicator, an integrated, warming cup storage tray and two-hour warm function. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 280.36	\$ 288.77	3.0%
19-0474	Le Creuset® Stockpot	Great for family gatherings, this stockpot features a nonstick coating, stainless steel handles and tempered glass lid with stainless steel knob. Oven safe to 450° F. Dishwasher safe. Capacity: 9-1/3-qt.	\$ 274.71	\$ 282.95	3.0%

19-0494	Circulon® Cookware Set	Empower yourself with this stainless steel, 11-piece cookware set including a 1-qt. and 2-qt. saucepan, 3-qt. sauté pan, 10" skillet, 8" and 11" French skillet, 6-qt. stockpot and four lids. Oven safe to 400F. Safe to use on all stovetops including induction. Dishwasher safe.	\$ 250.36	\$ 257.88	3.0%
19-0561	Le Creuset® Bakeware Set	Beautiful and thermal resistant, this stoneware baking set features an exterior enamel and interior nonstick glaze. Includes: 18 oz. cocotte with lid, 2.5-qt. square casserole with lid, 1-qt. au gratin dish and 4-qt. rectangular dish.	\$ 272.27	\$ 280.45	3.0%
19-0579	Vornado® Air Quality Ensemble	Circulate and humidify all the air in the room with this ultrasonic 2 gal. humidifier and this room circulator. Circulator features a removable grill, deep-pitched propeller, three speed settings and whisper-quiet operation.	\$ 271.59	\$ 279.75	3.0%
19-0625	Hoover® Carpet Cleaner	Remove carpet grime with this deep cleaning and quick drying steam cleaner. It features counter-rotating brushes, Clean Surge® button, brush speed control, heated cleaning. Includes the powered upholstery and stair tool. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 272.43	\$ 280.59	3.0%
19-0826	Cuisinart® Cookware Set	This 14-piece stainless steel cookware set includes 1, 2 and 3-qt. saucepans with covers, 3-qt. sauté pan with helper handle and cover, 8" skillet, 10" skillet with cover, 8-qt. stockpot with cover, 18-cm steamer insert.	\$ 256.63	\$ 264.32	3.0%
19-0832	Cuisinart® Toaster Oven	Introducing a healthier way to fry, this toaster oven is actually a premium full size toaster oven with a built-in air fryer.	\$ 270.13	\$ 278.24	3.0%
19-0970	Bissell® Vacuum	Perfect for pet owners, this lightweight vacuum features swivel steering and automatic cord rewind. Includes a pet hair corner tool, TurboEraser tool, crevice tool, dusting brush/upholstery tool and extension wand.	\$ 233.72	\$ 240.74	3.0%
19-1037	Instant Pot® Multi-Cooker and Air Fryer	Cook your favorite dishes with all the functionality of a pressure cooker and an air fryer with this 11-in-1 multi-cooker featuring an innovative air fryer lid.	\$ 285.25	\$ 293.81	3.0%
37-0031	Broil King® Grill	Enjoy delicious grilled meals with your family and friends when you cook on this 30,000 BTU grill. It features porcelain-coated wire grids, push-button ignition system, Accu-Flow burner valves and a 300 sq. in. cooking surface. Black powder coat control panel, cart and front panel. (Propane tank not included).	\$ 272.22	\$ 280.40	3.0%
37-0050	Landmann Electric Smoker	This 26" electric smoker provides 443 sq. in. of smoking area on three chrome plated cooking grids. It features an independent plug-in temperature controller and 3-in-1 tray that incorporates the water pan, wood chip box and grease tray into one compartment.	\$ 273.75	\$ 281.95	3.0%
37-0191	Fire Sense® Patio Heater	Perfect for outdoor entertaining, this patio heater features a 46000 BTU output, stainless steel construction, piezo ignition system and wheels. Uses a standard 20 lb. LPG tank (not included). Base: 18" dia.; Hood: 33" dia.; 86" h. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 288.45	\$ 297.10	3.0%
37-0672	Weber® Charcoal Grill	This 22" charcoal grill features a porcelain-enameled finished bowl and lid, a plated steel hinged cooking grate, a built-in thermometer and tool hook handle. 363 square in. cooking area.	\$ 230.83	\$ 237.76	3.0%
37-0673	Blue Rhino® Fire Pit	Bring the warmth and ambiance of a fireplace to your patio, deck or backyard with beautiful this hexagon-shaped fire pit. Mesh spark guard included.	\$ 242.51	\$ 249.78	3.0%
37-0792	Char-Broil® Griddle Package	Enjoy grilled food anywhere with this 18,000 BTU two-burner stainless steel tabletop griddle featuring integrated handles, adjustable legs and side grease-cup. Includes scrubber and seven-piece BBQ tool set. Propane not included. 9" h. x 22-3/4" w. x 20-3/4" d.	\$ 270.81	\$ 278.94	3.0%
37-0876	Shop-Vac® Vacuum	This 16-gal. shop vacuum features a powerful motor, heavy-duty stainless steel tank, four-wheel dolly system with push handle, tank drain, rear blower port, 2-1/2" accessory package, cartridge filter, collection bag and foam sleeve.	\$ 293.56	\$ 302.38	3.0%
37-0879	Tool Ensemble	Tackle projects with this Black & Decker® tool kit with drill, work light, micro USB charger, claw hammer, tape measure, wrench, pliers, ratcheting screwdriver, utility knife, assorted nut drivers, assorted bits and tool bag, and this Skil® 7-1/4" circular saw and compact belt sander.	\$ 254.47	\$ 262.10	3.0%
37-0923	Cuisinart® Grill	For great grilled flavor every day, this portable gas grill features an adjustable telescoping base, 5500 BTU, 145 sq. in. grilling surface, porcelain enamel coated grill grate, lid latch and spill resistant drip tray. Gas cylinder not included. 28" h. x 32-1/2" w. x 17-1/2" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 257.68	\$ 265.41	3.0%
37-0958	ECHO® Handheld Blower	Easy to handle, this handheld blower features a Power Boost Vortex engine, grouped controls and rotational control for easier operation. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 254.63	\$ 262.28	3.0%
38-0570-B	Samsonite® Luggage Ensemble	Step above the ordinary with this 4-piece luggage set. Features include spacious interiors, breathable mesh pockets, and skate wheels. Includes: 18” Duffel, 17" Boarding Bag, 21" Upright, and 25" Upright. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 290.32	\$ 299.02	3.0%
38-0816-B	American Tourister® Luggage Set	This durable, lightweight spinner luggage makes traveling easier. Each piece expands 1-1/2" for added storage and features plenty of organization pockets. 21" h. x 14-1/2" w. x 8" d.; 25" h. x 18"w. x 10" d.; 29" h. x 20"w. x 11" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 274.55	\$ 282.78	3.0%

38-0848	American Tourister® Ensemble	It's okay to speed with this luggage set featuring a sleek, athletic-inspired design, a host of organizational pockets and dual spinner wheels. Suitcase: 24-1/4" h. x 17" w. x 9-1/2" d.; Carry-On: 18-3/4" h. x 13-3/4" w. x 7-1/4" d. Items may ship separately.	\$ 281.34	\$ 289.79	3.0%
38-0968-B	Ricardo Beverly Hills® Suitcase	Four dual spinner wheels give you effortless mobility and an ergonomically designed textured handle provides secure handling. Mesh panels keep your items in place as you travel. 28" h. x 19" w. x 10" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 269.64	\$ 277.72	3.0%
38-1081	Ricardo Beverly Hills® Luggage	This hardside upright features smooth-rolling wheels, straps to secure packed items and a zip-away, expandable laundry bag. This roomy carry-on bag is designed to be tech-friendly and comfortably carried multiple ways. Upright: 24" h. x 16-1/4" w. x 11-1/2" d.; Carry-On: 14" h. x 20" w. x 8" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 289.88	\$ 298.57	3.0%
38-1299	Samsonite® Luggage Ensemble	Travel in style with this sporty yet spacious boarding bag, upright, duffel and rolling duffel. Boarding bag: 17" x 12" x 6-1/2"; Upright: 24-1/2" x 18" x 8-1/2"; Duffel: 18" x 11" x 10"; Rolling duffel: 12" h. x 22" w. x 12-1/2" d.	\$ 292.95	\$ 301.75	3.0%
41-0326	Camping Ensemble	Enjoy the great outdoors with this seven-piece camping ensemble. Set includes a two-person Coleman® tent, two sleeping bags, personal-sized lantern, a set of two folding chairs and a Kaito 10-band AM/FM shortwave radio. Chairs: 37-1/2" x 31". Chair color may vary.	\$ 266.90	\$ 274.90	3.0%
41-0411-AB	Man's Sports Ensemble	This Odyssey® putter features a rounded heel-toe weighted blade with a crank-neck hosel and full-shaft offset. Carry your gear to and from the course easily with this Nike® golf backpack featuring a top-loading design and bottom water-resistant material. 30" h. x 13" w. x 7" d. Items may ship separately. [AB] Man's right-hand with Brazoria County logo debossed on luggage tag.	\$ 273.14	\$ 281.33	3.0%
41-0411-BB	Man's Sports Ensemble	This Odyssey® putter features a rounded heel-toe weighted blade with a crank-neck hosel and full-shaft offset. Carry your gear to and from the course easily with this Nike® golf backpack featuring a top-loading design and bottom water-resistant material. 30" h. x 13" w. x 7" d. Items may ship separately. [BB] Man's left-hand with Brazoria County logo debossed on luggage tag.	\$ 273.14	\$ 281.33	3.0%
41-0483	Man's All Terrain Bicycle	The Shogun Trail Blaster 18 speed features an 18-1/2" oversized steel frame, 18 speed index shifting, and alloy side pull brakes with a curve design front fork. It has an alloy quick release seat post with 26" steel wheels and water bottle mount screws. Color subject to change.	\$ 231.16	\$ 238.09	3.0%
41-0484	Woman's All Terrain Bicycle	The Shogun Trail Blaster 18 speed features an 18-1/2" oversized steel frame, 18 speed index shifting, and alloy side pull brakes with a curve design front fork. It has an alloy quick release seat post with 26" steel wheels and water bottle mounts.	\$ 233.16	\$ 240.15	3.0%
41-0800	Coleman® Cooler	This sleek, rugged 54-quart cooler features an insulated body and lid, large side handles with rubber grips, odor- and stain-resistant liner and a steel cam latch for a tighter seal. Ice lasts three days at 100 degrees F.	\$ 276.64	\$ 284.93	3.0%
41-1204	Mammoth® Cooler	For top-grade performance, this 25-qt. rotomolded cooler features thick insulated walls for five to seven days ice retention. 14-3/4" h. x 19" w. x 14-1/2" d.	\$ 284.07	\$ 292.60	3.0%
42-0111	Nikon® Binoculars	Perfect for sightseeing, these 10x42 roof prism binoculars featuring rubber multi-click eyecups, rubber armoring for shock resistance and a textured, comfortable grip. Includes strap and case. Waterproof to 1 meter.	\$ 253.68	\$ 261.30	3.0%
44-0041	J. A. Henckels® Knife Block Set	The Premio 17-piece knife set has a professional look with forged blades and comfortable 3 rivet handles. Set contains 3" paring, 5" serrated utility, 7" santoku HE, 8" chef's, 8" bread, 5-1/2" boning, kitchen shears, 8 steak knives, 9" steel, and hardwood block.	\$ 282.63	\$ 291.12	3.0%
44-0305-A	J. A. Henckels® Knife Set	Made of high-quality German stainless steel, each knife in this 16-piece set features a fine edge blade for precision cutting and double-riveted handle with stainless steel backing. Black hardwood block included. Dishwasher safe. [A] Accented with Brazoria County logo on rhodium plated crest.	\$ 284.24	\$ 292.76	3.0%
45-0029	Man's Kent Bicycle	Be prepared for any terrain with this made-for-action bike. It offers a 19" steel frame, 21-speed Shimano® rear derailleur, twist grip shifters, linear brakes, alloy brake lever, and quick release seat post.	\$ 230.14	\$ 237.04	3.0%
45-0055	Woman's Kent Bicycle	Be prepared for any terrain with this made-for-action bike. It offers an 18" steel frame, 26" tires, 21-speed Shimano® rear derailleur, twist grip shifters, linear brakes, alloy brake lever, and quick release seat post.	\$ 230.14	\$ 237.04	3.0%
45-0749	Body-Solid® Kettle Bell Set	Enjoy the many benefits of weight training in the comfort and convenience of your own home with this kettle bell set. Includes six 5-30 lb. weights.	\$ 292.76	\$ 301.53	3.0%
40 Year Collection			\$ 316.92		
04-0010-A	Desk Ensemble	Expertly crafted in green marble, this ensemble features a letter holder, letter opener and 5" x 7" picture frame. Letter holder accented with a gold-plated medallion. [A] Accented with Brazoria County logo on gold-plated crest.	\$ 288.89	\$ 297.57	3.0%
12-0005-B	Waterford® Glasses	This set of Waterford® Lismore™ crystal glasses are meticulously crafted. Ideal for dinner parties. 9 oz. Set of four. [B] Accented with etched Brazoria County logo.	\$ 312.63	\$ 322.02	3.0%
13-2075	GoPro® Camera Ensemble	The perfect partner on any adventure, this compact, waterproof camera with an intuitive 2" touch screen pairs with this chest mount with soft padding and adjustable straps in a wide range of adult sizes. Waterproof to 10 meters.	\$ 297.87	\$ 306.80	3.0%
13-2118	Samsung Tablet	Stylish yet durable, this Galaxy® 10" tablet features a corner-to-corner display, UHD 4K video resolution, Dolby® Atmos surround sound, lithium-ion battery, 32GB memory and dual 1.8GB + Hexa 1.6GHz Octa Core Lassen O+ processor. MicroSD card NOT included. Includes USB charger.	\$ 291.37	\$ 300.12	3.0%
13-2247	Callaway® Golf Ensemble	Improve your short game with this putt cup with automatic ball return. On the links you'll enjoy this waterproof all-sport GPS watch, preloaded with over 30,000 golf courses worldwide and lithium-ion battery. Includes two golf balls. Ball return requires 2 C batteries (not included).	\$ 327.89	\$ 337.74	3.0%

13-2252	Electronics Ensemble	Take stunning photos and videos from the air with this AEE mini-drone featuring a built-in 4K camera and four rotors. Includes this rechargeable 6700mAh myCharge® power bank with recharge cable and rechargeable batteries. USB charging cable NOT included. Items may ship separately. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 317.53	\$ 327.05	3.0%
13-2523	SoundLink® Revolve w/Charging Cradle - Triple Black Bundle	Deep. Loud. And immersive, too. The SoundLink® Revolve Bluetooth® speaker delivers true 360° sound for consistent, uniform coverage. Place it in the center of the room to give everyone the same experience. Or set it near a wall so sound radiates and reflects. This wireless speaker is durable, water-resistant and easy to grab and go-with a rechargeable battery that plays up to 12 hours. Keep your SoundLink® Revolve or Revolve+ Bluetooth® speaker charged and ready to go, with the SoundLink® Revolve charging cradle.	\$ 296.12	\$ 305.00	3.0%
13-2570	Electronics Ensemble	This ensemble features a Garmin® dash cam with an 8GB microSD card and rechargeable lithium-ion battery and the 14 watt Bell+Howell® Bluetooth® waterproof power bank speaker which streams music wirelessly up to 30' away. Items may ship separately. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 341.83	\$ 352.07	3.0%
13-2698	Electronics Ensemble	Turn any space into entertainment central with this GPX® mini projector with Bluetooth® and this 120W compact Sony® soundbar with a bass reflex speaker. Includes remote, batteries, optical cable, AC cord, wall mount template, setup guide and manual. Items will ship separately. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 339.07	\$ 349.23	3.0%
13-2703	JBL® Soundbar	For the ultimate in sound, this soundbar features a 6-1/2" wireless subwoofer, Dolby® Digital surround sound and Bluetooth® compatibility. 2-1/4" h. x 38" w. x 2-3/4" d.	\$ 343.14	\$ 353.45	3.0%
13-2707	Electronics Ensemble	Capture high-speed action with this Coleman® waterproof 1080p full HD sports camera with GPS, and Canon® wireless photo printer. Includes various mounts, lithium-ion battery, 4" x 6" photo paper sample pack, standard ink tank set, power cord and setup CD. Fits up to 350 sheets.	\$ 361.07	\$ 371.89	3.0%
13-2748	Altec Lansing® Speaker	Waterproof, shockproof and sand proof, this durable, floating speaker features a built-in smartphone charger, voice assistant, Bluetooth®, seven LED color combinations and lithium-ion battery. Includes AC adapter. 11" h. x 22" w. x 11" d.	\$ 346.35	\$ 356.75	3.0%
13-2785	Garmin® Smartwatch	From playing to paying, this smartwatch complements your active life. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 344.47	\$ 354.82	3.0%
13-2912	Soleus Air® Dehumidifier	Quick and easy-to-use, this 45-pint dehumidifier features pre-set humidity levels with the MyHome mode to take the guesswork out of deciphering humidity levels and Tri-Pat safety features. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Pb, BPA which are known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov .	\$ 320.77	\$ 330.40	3.0%
13-2958	Samsung Speaker	Achieve studio sound in any space with this 55W wireless speaker. It features Ultra High Quality Audio technology, distortion cancelling, moving dial control, voice command and Bluetooth®. Includes power cord. 8-1/4" w. x 8-5/16" h. x 2-3/4" d.	\$ 323.70	\$ 333.40	3.0%
13-3247	D-Link Home Security Bundle	Keep track of what's happening around your house with this home security bundle with app control, built-in night vision and motion and sound detection. Includes two Mini HD Wi-Fi® cameras and two Smart Wi-Fi® plugs. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 306.57	\$ 315.78	3.0%
14-2127-B	Sony® Camera Ensemble	Capture your memories in beautiful detail with this 20.1MP camera. Features include 35x optical zoom, SteadyShot™ image stabilization, Sweep Panorama™ mode, a 3.0" LCD display and Picture Effect. The ensemble includes case, 32GB memory card and Carson® tripod. <u>[B] Accented with Brazoria County logo debossed on luggage tag.</u>	\$ 335.60	\$ 345.67	3.0%
14-2770	Camcorder Ensemble	Capture beautiful 20 megapixel stills or 1080p full HD video with this Bell+Howell® camcorder featuring a 3.0" LCD display and 8x digital zoom. The wireless Canon® printer features AirPrint capability, 250 sheet paper capacity, dual-resistant high density ink system and 2-1/2" LCD screen.	\$ 298.02	\$ 306.95	3.0%
19-0137	Brother® Sewing Machine	This computerized sewing machine includes a wide table, hard case, accessory pouch, four bobbins, seam ripper, needle set, ball point needle, twin needle, cleaning brush, eyelet punch, screwdriver, three spool caps, extra spool pin, power cord and operation manual. USB cable not included.	\$ 327.50	\$ 337.33	3.0%
19-0170	Elite-Gourmet Ice Maker	Perfect for RVs, bars and game rooms, this portable ice maker features a 1.5L water tank, indicator light, small and large ice size settings and view window. Includes ice bucket and ice shovel. 15-3/4" h. x 15-1/4" w. x 13" d.	\$ 308.99	\$ 318.25	3.0%

19-0177	Frigidaire® Dehumidifier	Protect your home from mold and mildew with this 50-pint dehumidifier. It features electronic controls, an easily accessible collection container with level indicator, and a washable filter. 16" h. x 11" w. x 24-3/4" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 325.90	\$ 335.68	3.0%
19-0438	Cooking Ensemble	Create quick meals with ease with this NuWave® 10-qt. digital air fryer with rotisserie and these All-Clad® stainless steel tools. Includes flat head spoon, slotted spoon, fork, ladle, tongs and storage canister. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 279.49	\$ 287.88	3.0%
19-0440	Kitchen Ensemble	A Cuisinart® 11-cup food processor and KitchenAid® 9-speed hand mixer.	\$ 327.16	\$ 336.98	3.0%
19-0667	Homedics® Air Purifier	Specially designed for households with pets, this air purifier features a triple-stage filtration system, whisper-quiet motorized oscillation, three air purifying speeds, two-hour auto-off timer and electronic filter indicators. Filters included.	\$ 303.88	\$ 312.99	3.0%
19-0820	Cuisinart® Mixer	Constructed from die case metal, this 5-1/2-qt. stainless steel mixer features 500 watts of power, 12 speeds and tilt back head. Includes chef's whisk, flat mixing paddle, dough hook and splashguard.	\$ 303.51	\$ 312.63	3.0%
26-0055-A	Jewelry Ensemble	Beautifully iridescent, this elegant 14-kt gold pearl and diamond pendant necklace with matching earrings will add a touch of class to your wardrobe. 18" rope necklace; 0.06ctw. [A] Accented with Brazoria County logo on a 10-kt. yellow gold charm.	\$ 316.74	\$ 326.25	3.0%
37-0181	Weber® Cooker/Smoker	Make your next cookout the best ever when you smoke or cook your favorite meats with this cooker. Features include two 14-1/2" cooking grates, a lid-mounted temperature gauge and porcelain-enameled water pan.	\$ 313.92	\$ 323.35	3.0%
37-0536	Fire Sense® Heater	Extend your outdoor entertaining season with this stylish heater. This 46,000 BTU unit has a heating radius of up to 9' and features tip-over protection safety, all-weather wicker tank cover, wheels for mobility and stainless steel burners.	\$ 324.62	\$ 334.35	3.0%
37-0674	AR Blue Clean® Pressure Washer	Clean with ease with this 1700 PSI electric power washer. It features a gun holster, large cord storage area, 20' hose, powerful motor and pump and an on-board detergent. Includes an adjustable spray wand, turbo nozzle and two-piece garden hose adapter set.	\$ 308.15	\$ 317.39	3.0%
37-0700-B	Milwaukee® Tool Combo	This cordless two-tool combo kit includes the 3/8" drill/driver and jobsite radio. Kit includes two M12 REDLITHIUM batteries, one M12 lithium-ion battery charger and contractor bag. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 308.46	\$ 317.71	3.0%
37-0702	GoalZero® Generator	This plug-and-play, silent, fume-free solar generator is a gas-free source of portable power. It is ideal for emergencies, camping, or wherever you need to keep lights, phones and laptops powered on.	Item No Longer Available	#VALUE!	#VALUE!
37-1019	Fire Sense® Fire Pit	Timelessly designed, this 30" fire pit features a beautiful, natural slate top, timeless antique bronze finish, deep fire bowl and one-piece mesh spark screen. Includes screen lift tool and cooking grate. 30" h. x 30" dia. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 321.38	\$ 331.01	3.0%
38-0747-B	Samsonite® Ensemble	Have choices for traveling with this 4-piece luggage set with skate wheels and/or this laptop bag with padded 15.6" computer compartment and removable shoulder strap. Ensemble includes 18" duffel, 17" boarding bag, 21" and 25" uprights. Laptop bag: 12" h. x 16" w. x 2" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 314.56	\$ 324.01	3.0%
38-0984-B	Dooney & Bourke™ Ensemble	Carry your belongings in style with this attractive black wristlet with leather trim, a lovely brown coin case, and a crossbody in softly pebbled black leather with tan trim. Wristlet: 4" h. x 6-1/4" w. x 1-1/4" d.; coin case: 3-3/4" h. x 5-3/4" w.; handbag: 6-3/4" h. x 9" w. x 4-1/4" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 290.63	\$ 299.35	3.0%
38-1240-B	Kate Spade Ensemble	Crafted from cross grain leather, this elegant tote features 9-1/2" l. straps, open top with a dog-clip closure, removable pouch and faux microsuede lining. Ensemble includes a double compartment cosmetic case. Tote: 11-1/2" h. x 14" w. x 5" d.; Cosmetic case: 4-¼" h. x 6-½" w. x 3-¼" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 304.32	\$ 313.45	3.0%
40-0181-A	Pen Ensemble	Bold in size and design, this Cross® ballpoint pen features a striking brushed chrome finish with line-pattern engravings, 23-kt. gold-plated appointments and a tracking device. Includes this Montblanc™ Italian leather holder. 4" h. x 3-1/4" w. [A] Accented with Brazoria County logo on a gold-plated crest.	\$ 310.53	\$ 319.86	3.0%
41-0065-B	Fishing Combo	Head out fishing with this Daiwa® fishing combo featuring a 6' 6" l. six-piece fiber glass spin/fly rod with reversible handle, monofilament line, a soft-side travel case and a clear tackle case. The Canyon Outback™ messenger bag is included. 13" h. x 11-1/2" w. x 3" d. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 300.11	\$ 309.11	3.0%
41-0514-AB	Integra Fairway Wood	Finished in an attractive translucent blue, this fantastic looking fairway wood features a great feel, performance and control. Great for golfers looking for extra yardage and increased forgiveness. [AB] Man's right-hand with Brazoria County logo debossed on luggage tag.	\$ 322.73	\$ 332.41	3.0%
41-0514-BB	Integra Fairway Wood	Finished in an attractive translucent blue, this fantastic looking fairway wood features a great feel, performance and control. Great for golfers looking for extra yardage and increased forgiveness. [BB] Man's left-hand with Brazoria County logo debossed on luggage tag.	\$ 322.73	\$ 332.41	3.0%
41-0514-CB	Integra Fairway Wood	Finished in an attractive translucent blue, this fantastic looking fairway wood features a great feel, performance and control. Great for golfers looking for extra yardage and increased forgiveness. [CB] Woman's right-hand with Brazoria County logo debossed on luggage tag.	\$ 322.73	\$ 332.41	3.0%

41-1066-B	Camping Ensemble	Escape to the weekend with this Xscape Designs® four-person tent, these 10-30x50mm zoom Tasco® binoculars and this High Sierra® backpack. Tent: 4'7" h. x 9' w. x 8' d.; Backpack: 18" h. x 11-1/2" w. x 8-1/2" d. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 330.72	\$ 340.65	3.0%
41-1179	Garmin® Fishfinder	Find the best fishing spots in a flash with this fishfinder. It features a bright 4.3" display, traditional sonar, scanning sonar, map drawing software and built-in GPS. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 286.84	\$ 295.45	3.0%
42-0036	Bushnell® Laser Rangefinder	You won't find a clearer way to lock in to your target than with this rangefinder. It delivers compensated distance based on the angle of your shot so you always know what pin to use from 7 to 199 yards. Features include 4x20 magnification and a range of 7-850 yards. Lithium metal battery included.	\$ 324.21	\$ 333.95	3.0%
42-0221	Bushnell® Golf GPS Kit	This golf GPS kit includes this sleek, comfortable golf watch with 36,000+ preloaded courses, reversible band and wireless course updates, these 8x25 binoculars with multi coated optics, and this golf towel. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 292.63	\$ 301.42	3.0%
43-0049	Bushnell® Telescope	Sky Tour 114mm large reflector telescope with Barlow lens. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Chromium (hexavalent compounds), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 350.84	\$ 361.35	3.0%
43-0053	Bushnell® Night Vision Monocular	The 2x28mm monocular delivers unrivaled image clarity. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 337.37	\$ 347.49	3.0%
45-0005	Stamina® Exercise Bike	Features InTouch monitor with large, easy-to-read interface, six preset fitness programs, weighted pedals, dial tension control, multiple seat positions, and sturdy steel frame. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 350.04	\$ 360.55	3.0%
45-0708	Stamina® Treadmill	No need for an electrical outlet. Get a great workout at home with this foldable, magnetic resistance treadmill featuring an 8-degree incline and eight levels of resistance. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 317.42	\$ 326.94	3.0%
45-0763	Body Flex Cardio Trainer	With a 2-in-1 elliptical motion design, this dual trainer features an adjustable seat and tension, high momentum fan blades and LCD display. Can be used as an elliptical or exercise bike.	\$ 314.00	\$ 323.41	3.0%
45-0798	Stamina® Exercise Bike	Ideal for those with limited mobility, this recumbent exercise bike features an adjustable, molded seat and backrest, eight levels of magnetic resistance and textured pedals and straps. Weight capacity: 250lbs. Some assembly required. 23" h. x 59-1/2" w. x 36-1/2" d. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 314.05	\$ 323.46	3.0%
48-0287-C	Woman’s Wittnauer Watch	Simple elegance defines this two-toned stainless steel timepiece featuring a bracelet, gold accented bezel and quartz movement. Water resistant to 50 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 296.84	\$ 305.75	3.0%
48-0471-C	Man’s Seiko® Watch	This handsome timepiece is crafted in stainless steel with gold tone accents and features a sapphire glass crystal and solar-powered movement that never needs a battery. Water resistant to 100 meters. [C] Accented with Brazoria County logo imprinted on dial.	\$ 296.84	\$ 305.75	3.0%
45 Year Collection			\$363.35		
02-2130	Man's Accessories Ensemble	Step out with these show-stopping Costa® sunglasses with 580G gray lenses, protective case and cleaning cloth, and this soft, full-grain leather, Tumi® center flip ID passcase with Tumi® ID Lock™ and sized to hold international currencies.	\$ 365.26	\$ 376.20	3.0%
02-2132	Oakley® Sunglasses	Classic-meets-contemporary with this pair of sunglasses. They feature a lightweight design with prism sapphire polarized lenses.	\$ 363.68	\$ 374.58	3.0%
12-2049	Waterford® Bowl	Inspired by the classic architecture of Ireland's Lismore Castle, this elegant bowl perfectly captures the brilliance and clarity of beautifully cut crystal. 10" diameter.	\$ 368.88	\$ 379.94	3.0%

29-2059-G	Woman's Diamond Ring	Delicate tri-color rivulets of 10-kt. gold sparkle with three beautiful diamonds. 0.11ctw. [G] Size 8	\$ 348.42	\$ 358.87	3.0%
29-2059-J	Woman's Diamond Ring	Delicate tri-color rivulets of 10-kt. gold sparkle with three beautiful diamonds. 0.11ctw. [J] Size 9	\$ 348.42	\$ 358.87	3.0%
29-2280-J	Man's Ring	The polished bevel-edged tungsten band features a black carbon fiber inlay and one diamond. .05ctw. [J] Size 9	\$ 350.53	\$ 361.01	3.0%
29-2280-L	Man's Ring	The polished bevel-edged tungsten band features a black carbon fiber inlay and one diamond. .05ctw. [L] Size 10	\$ 350.53	\$ 361.01	3.0%
29-2280-N	Man's Ring	The polished bevel-edged tungsten band features a black carbon fiber inlay and one diamond. .05ctw. [N] Size 11	\$ 350.53	\$ 361.01	3.0%
29-2280-Q	Man's Ring	The polished bevel-edged tungsten band features a black carbon fiber inlay and one diamond. .05ctw. [Q] Size 12	\$ 350.53	\$ 361.01	3.0%
29-2400	Woman's Ring	Add a touch of sparkle to your wardrobe with this sterling silver ring featuring 1-ct. blue sapphire center, twenty-four 0.5-pt. cubic zirconia and ten 2-pt. cubic zirconia.	\$ 355.26	\$ 365.93	3.0%
37-0082	Texsport® Ensemble	Unwind with this hammock and stand combo with a durable bed for two and steel frame, and this dining canopy with storage bag. Hammock capacity: 400 lbs.; Hammock: 118" w. x 57" d.; Stand: 46" h. x 191" w.; Canopy: 84" h. x 9' w. x 9' d. Items may ship separately. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 384.91	\$ 396.44	3.0%
37-0206	DeWALT® Tool Ensemble	This compact, lightweight driver features three LED lights with a 20-second delay after trigger release for visibility without shadows. Kit includes two 20V lithium ion battery packs, 30-minute fast charger, belt hook and bag. This small angle grinder features a 4-1/2" One-Touch™ guard, 11 Amp AC/DC 11,000 rpm motor, dust ejection system, side handle and a quick change wheel release.	\$ 389.53	\$ 401.20	3.0%
37-0545	Black and Decker® Ensemble	Whether you're trimming trees or planting flowers, these cordless tools are for you. This 20V chainsaw will handle the big jobs with ease. It features a tool-free blade tension system for quick adjustments, 10" low kickback bar and chain, and wrap-around bale handle. The garden cultivator is ideal for cultivating garden beds, landscape beds and weeding or prepping ground for seeding.AC power supply.	\$ 372.06	\$ 383.23	3.0%
37-0546	Black & Decker® Ensemble	The hedge trimmer features a 24" blade, the alligator lopper features a 4.5 amp motor, 4" cut capacity and heavy duty cutting bar and chain and the sweeper easily clears debris from hard surfaces and comes with a lithium ion battery. Charger included.	\$ 391.47	\$ 403.23	3.0%
37-0607	Smoke Vault Smoker	Lock delicious smoked flavor into your meats with this 18" propane smoker. It features a heavy-gauge steel wood chip tray, water pan, fully adjustable heat-control dials, three damper valves and a door thermometer. Propane tank not included.	\$ 364.43	\$ 375.38	3.0%
37-0662	Napoleon Charcoal Grill/Smoker	Stack this grill and water smoker for a full height smoker experience, or remove the smoking chambers for a portable charcoal grilling experience. 400 square inch cooking area.	\$ 357.39	\$ 368.10	3.0%
37-0902	DeWALT® Tool Organizer Set	This tool organizer and storage set is stackable for easy transport. Small: 6" h. x 21-3/4" w. x 13" d.; Organizer: 4-1/2" h. x 13" w.; Large: 12" h. x 21-3/4" w. x 13" d.; Mobile Box: 39" h. x 23-1/4" w. x 18-3/4" d.	\$ 356.36	\$ 367.02	3.0%
38-0956-B	Dooney & Bourke™ Ensemble	Casually chic, this supple leather handbag features soft pleats, rolled top handles, divided interiors with magnetic closures, detachable and adjustable 26" strap and key hook and includes a leather coin case. Handbag: 7-1/4" h. x 9-1/2" w. x 5" d.; Coin case: 3-1/4" h. x 4-3/4" l. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 385.25	\$ 396.80	3.0%
41-0141	Abu Garcia® Spinning Reel	Improve your casting efficiency with this reel featuring an aluminum machined gear system for ultra-smooth gear feel and performance.	\$ 340.00	\$ 350.20	3.0%
41-0447-A	Man's Pinemeadow Golf® Set	This set includes a putter, driver, 3 wood, hybrid and 5-PW Irons and a lightweight golf bag with integrated kick stand. [A] Man's right hand.	\$ 394.52	\$ 406.34	3.0%
41-0447-B	Man's Pinemeadow Golf® Set	This set includes a putter, driver, 3 wood, hybrid and 5-PW Irons and a lightweight golf bag with integrated kick stand. [B] Man's left hand.	\$ 394.52	\$ 406.34	3.0%
41-0831	Coleman® Canopy	This rugged two-door screened canopy affords protection from the sun, rain, and bugs. It features an 86 sq. ft. shade, 8' center height and sets up in three minutes or less. 12' w. x 10' d.	\$ 375.65	\$ 386.91	3.0%
41-0900	Coleman® Water Package	Have fun on the water with this package which includes a two-person kayak with paddle and foot pump, a 9-can collapsible soft cooler and two adult boating vests.	\$ 363.02	\$ 373.90	3.0%
41-0947	Deluxe Fishing Package	This package includes a Berkley® electric fillet knife and digital scale, Berkley® large tackle bag, Pflueger® Trion spinning combo, Shakespeare® Crusader spinning combo, a Berkeley® multi-tool and a Coleman® 1/3 gallon jug. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 366.76	\$ 377.75	3.0%
41-0963-C	Woman's Pinemeadow Golf® Ensemble	The set includes an over-sized driver, 3 wood, hybrid 6/7, 8, and 9, and a PW stainless steel iron. Ensemble includes a lightweight pull cart with water bottle. Built for durability, this pack of TaylorMade® distance balls are engineered for fastball speed. Pack of 15. WRH only. [C] Woman's right hand.	\$ 361.44	\$ 372.29	3.0%
41-1067-B	Hunting Ensemble	Includes Bushnell® 8x32 binoculars, Primos® rifle case, Case® knife and a Canyon Outback™ bag. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including 1,3-butadiene, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov. [B] Accented with Brazoria County logo debossed on luggage tag.	\$ 359.54	\$ 370.32	3.0%

41-1092	Stealth Cam® Camera	Loaded with premium features, this 30MP high-resolution game camera features dual image sensors, realistic photos, respectable detection speeds, adjustable IR range and an SD card slot.	\$ 369.94	\$ 381.02	3.0%
41-1103	Yeti® Ensemble	Keep 52 cans icy cold with this durable ice bucket and the UV-resistant lid keeps it colder. 21" h. x 16" w. x 21" d.	\$ 303.59	\$ 312.69	3.0%
41-1223	WeatherTech® Cargo Carrier	Designed to secure and safeguard excess cargo, this weather-resistant, vehicle rooftop cargo carrier features roll-and-wrap tabs and a soft, felt bottom. Made in the USA. 39" h. x 32" w. x 18" d.	\$ 334.74	\$ 344.79	3.0%
42-0124	Bushnell® Night Vision Monocular	Outstanding optical clarity & an unmatched field of view. <prop65warning> WARNING </prop65warning>: This product can expose you to chemicals including Di(2-ethylhexyl)phthalate (DEHP), which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.	\$ 356.32	\$ 367.00	3.0%
43-0076	Bushnell® Spotting Scope	This spotting scope features a 20-60x 65 mm porro-prism design, 100% waterproof rubber armor construction and compact tripod with window mount. Includes hard-side case, compact soft-side case and adjustable sunshade with built-in objective cover.	\$ 356.32	\$ 367.00	3.0%
45-0608	Stamina® Exercise Machine	Achieve a long, lean physique with this Aeropilates® machine. It features an adjustable headrest and high-density foam shoulder pads for comfort. Includes two workout DVDs and wall chart. 9" h. x 17-1/2" w. x 85-1/4" l. <prop65warning> WARNING </prop65warning>: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.	\$ 375.08	\$ 386.32	3.0%
45-0680	Body Flex Elliptical Trainer	Get a smooth aerobic workout with this elliptical trainer. It features a magnetic resistance system, programmable computer console with over 17 programs, ergonomic handlebars, hand grip heart rate monitor and motor-drive with AC adapter.	\$ 369.69	\$ 380.77	3.0%
48-1627	Woman's Emporio Armani® Watch	Dress to impress with this classically designed two-tone timepiece featuring a stainless steel bracelet with rose gold-toned accents and quartz movement. Water resistance to 50 meters.	\$ 346.32	\$ 356.72	3.0%
48-1753	Man’s Diesel Watch	The ultimate in utility, this chronograph timepiece features a black stainless steel bracelet, deployant-clasp closure and a quartz movement with analog display. Water resistant to 30 meters.	\$ 374.74	\$ 385.99	3.0%



Economic News Release



Consumer Price Index Summary

Transmission of material in this release is embargoed until
8:30 a.m. (ET) Thursday, July 11, 2024 USDL-24-1325

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CONSUMER PRICE INDEX - JUNE 2024

(NOTE: This news release was reissued on July 11, 2024. BLS inadvertently published an index value and related 1-month and 12-month percent changes for inpatient hospital services for June 2024 that did not meet publication criteria. These data have been removed from tables 2, 6, and 7 of the news release. These data were not published in the database.)

The Consumer Price Index for All Urban Consumers (CPI-U) declined 0.1 percent on a seasonally adjusted basis, after being unchanged in May, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.0 percent before seasonal adjustment.

The index for gasoline fell 3.8 percent in June, after declining 3.6 percent in May, more than offsetting an increase in shelter. The energy index fell 2.0 percent over the month, as it did the preceding month. The index for food increased 0.2 percent in June. The food away from home index rose 0.4 percent over the month, while the food at home index increased 0.1 percent.

The index for all items less food and energy rose 0.1 percent in June, after rising 0.2 percent the preceding month. Indexes which increased in June include shelter, motor vehicle insurance, household furnishings and operations, medical care, and personal care. The indexes for airline fares, used cars and trucks, and communication were among those that decreased over the month.

The all items index rose 3.0 percent for the 12 months ending June, a smaller increase than the 3.3-percent increase for the 12 months ending May. The all items less food and energy index rose 3.3 percent over the last 12 months and was the smallest 12-month increase in that index since April 2021. The energy index increased 1.0 percent for the 12 months ending June. The food index increased 2.2 percent over the last year.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Jun. 2024
	Dec. 2023	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024	May 2024	Jun. 2024	
All items	0.2	0.3	0.4	0.4	0.3	0.0	-0.1	3.0
Food	0.2	0.4	0.0	0.1	0.0	0.1	0.2	2.2
Food at home	0.1	0.4	0.0	0.0	-0.2	0.0	0.1	1.1
Food away from home(1)	0.3	0.5	0.1	0.3	0.3	0.4	0.4	4.1
Energy	-0.2	-0.9	2.3	1.1	1.1	-2.0	-2.0	1.0
Energy commodities	-0.7	-3.2	3.6	1.5	2.7	-3.5	-3.7	-2.2
Gasoline (all types)	-0.6	-3.3	3.8	1.7	2.8	-3.6	-3.8	-2.5
Fuel oil	-3.3	-4.5	1.1	-1.3	0.9	-0.4	-2.4	0.8
Energy services	0.3	1.4	0.8	0.7	-0.7	-0.2	-0.1	4.3
Electricity	0.6	1.2	0.3	0.9	-0.1	0.0	-0.7	4.4
Utility (piped) gas service	-0.6	2.0	2.3	0.0	-2.9	-0.8	2.4	3.7
All items less food and energy	0.3	0.4	0.4	0.4	0.3	0.2	0.1	3.3
Commodities less food and energy commodities	-0.1	-0.3	0.1	-0.2	-0.1	0.0	-0.1	-1.8
New vehicles	0.2	0.0	-0.1	-0.2	-0.4	-0.5	-0.2	-0.9
Used cars and trucks	0.6	-3.4	0.5	-1.1	-1.4	0.6	-1.5	-10.1
Apparel	0.0	-0.7	0.6	0.7	1.2	-0.3	0.1	0.8
Medical care commodities(1)	-0.1	-0.6	0.1	0.2	0.4	1.3	0.2	3.1
Services less energy services	0.4	0.7	0.5	0.5	0.4	0.2	0.1	5.1
Shelter	0.4	0.6	0.4	0.4	0.4	0.4	0.2	5.2
Transportation services	0.1	1.0	1.4	1.5	0.9	-0.5	-0.5	9.4
Medical care services	0.5	0.7	-0.1	0.6	0.4	0.3	0.2	3.3
Footnotes								
(1) Not seasonally adjusted.								

Food

The food index rose 0.2 percent in June after increasing 0.1 percent in May. The index for food at home rose 0.1 percent in June. Four of the six major grocery store food group indexes increased over the month. The index for other food at home rose 0.5 percent in June as the index for butter and margarine increased 2.4 percent. The dairy and related products index rose 0.6 percent over the month and the meats, poultry, fish, and eggs index increased 0.2 percent. The index for nonalcoholic beverages rose 0.1 percent in June.

The index for fruits and vegetables fell 0.5 percent in June, after being unchanged in May. The cereals and bakery products index decreased 0.1 percent over the month.

The food away from home index rose 0.4 percent in June, as it did in May. The index for full service meals rose 0.6 percent and the index for limited service meals increased 0.2 percent over the month.

The food at home index rose 1.1 percent over the last 12 months. The index for meats, poultry, fish, and eggs rose 2.6 percent over the last 12 months and the index for other food at home increased 1.6 percent. Over the same period, the nonalcoholic beverages index rose 1.5 percent and the cereals and bakery products index increased 0.5 percent. In comparison, the fruits and vegetables index fell 0.5 percent over the year and the dairy and related products index declined 0.1 percent.

The index for food away from home rose 4.1 percent over the last year. The index for limited service meals rose 4.3 percent over the last 12 months and the index for full service meals rose 3.9 percent over the same period.

Energy

The energy index fell 2.0 percent in June, as it did in May. The gasoline index decreased 3.8 percent in June. (Before seasonal adjustment, gasoline prices fell 3.9 percent in June.) The electricity index decreased 0.7 percent over the month and the fuel oil index decreased 2.4 percent. The index for natural gas rose 2.4 percent in June.

The energy index increased 1.0 percent over the past 12 months. The gasoline index fell 2.5 percent over this 12-month span. The index for electricity increased 4.4 percent over the last 12 months and the index for natural gas rose 3.7 percent. The index for fuel oil rose 0.8 percent over the same period.

All items less food and energy

The index for all items less food and energy rose 0.1 percent in June, the smallest increase in this index since August 2021. The shelter index increased 0.2 percent in June. The index for rent rose 0.3 percent over the month, as did the index for owners' equivalent rent; these were also the smallest increases in these indexes since August 2021. The lodging away from home index decreased 2.0 percent in June, after falling 0.1 percent in May.

The medical care index rose 0.2 percent in June after rising 0.5 percent in May. The index for physicians' services rose 0.1 percent over the month, as did the index for hospital services. The prescription drugs index was unchanged in June.

The motor vehicle insurance index rose 0.9 percent in June, following a 0.1-percent decrease in May. The index for household furnishings and operations increased 0.5 percent over the month. The indexes for personal care, education, recreation, and apparel also increased in June.

The index for airline fares fell 5.0 percent in June, following a 3.6-percent decrease in May. Over the month, the used cars and trucks index fell 1.5 percent, the communication index decreased 0.2 percent, and the new vehicles index declined 0.2 percent.

The index for all items less food and energy rose 3.3 percent over the past 12 months. The shelter index increased 5.2 percent over the last year, accounting for nearly seventy percent of the total 12-month increase in the all items less food and energy index. Other indexes with notable increases over the last year include motor vehicle insurance (+19.5 percent), medical care (+3.3 percent), personal care (+3.2 percent), and recreation (+1.3 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.0 percent over the last 12 months to an index level of 314.175 (1982-84=100). For the month, the index was unchanged prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 2.9 percent over the last 12 months to an index level of 308.054 (1982-84=100). For the month, the index was unchanged prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 2.8 percent over the last 12 months. For the month, the index was unchanged on a not seasonally adjusted basis. Please note that the indexes for the past 10 to 12 months are subject to revision.

The Consumer Price Index for July 2024 is scheduled to be released on Wednesday, August 14, 2024, at 8:30 a.m. (ET).

Notice on June 2024 CPI new vehicles index

Because of a disruption to software systems that affected automotive dealers across the country, the June 2024 new vehicles index was estimated with fewer observed transaction prices than in previous months. Despite the reduced number of observations, the new vehicles index meets CPI publication criteria. BLS has no further information on when typical data flows will resume and is monitoring the situation closely.

Technical Note

Brief Explanation of the CPI

The Consumer Price Index (CPI) measures the change in prices paid by consumers for goods and services. The CPI reflects spending patterns for each of two population groups: all urban consumers and urban wage earners and clerical workers. The all urban consumer group represents over 90 percent of the total U.S. population. It is based on the expenditures of almost all residents of urban or metropolitan areas, including professionals, the self-employed, the poor, the unemployed, and retired people, as well as urban wage earners and clerical workers. Not included in the CPI are the spending patterns of people living in rural nonmetropolitan areas, farming families, people in the Armed Forces, and those in institutions, such as prisons and mental hospitals. Consumer inflation for all urban consumers is measured by two indexes, namely, the Consumer Price Index for All Urban Consumers (CPI-U) and the Chained Consumer Price Index for All Urban Consumers (C-CPI-U). The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) is based on the expenditures of households included in the CPI-U definition that meet two requirements: more than one-half of the household's income must come from clerical or wage occupations, and at least one of the household's earners must have been employed for at least 37 weeks during the previous 12 months. The CPI-W population represents approximately 30 percent of the total U.S. population and is a subset of the CPI-U population.

The CPIs are based on prices of food, clothing, shelter, fuels, transportation, doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments (department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments). All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 75 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visit, telephone call, web, or app collection by the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are aggregated using weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W, separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 23 selected local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U, data are issued only at the national level. The CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to three subsequent quarterly revisions.

The index measures price change from a designed reference date. For most of the CPI-U and the CPI-W, the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107.

Sampling Error in the CPI

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month, and 12-month percent change standard errors annually for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1-month percent change is 0.03 percent for the U.S. all items CPI. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95 percent of these estimates will be within 0.06 percent of the 1-month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the all items CPI-U, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see www.bls.gov/cpi/tables/variance-estimates/home.htm.

Calculating Index Changes

Movements of the indexes from 1 month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period, while percent changes are not. The following table shows an example of using index values to calculate percent changes:

	Item A	Item B	Item C
Year I	112.500	225.000	110.000
Year II	121.500	243.000	128.000
Change in index points	9.000	18.000	18.000
Percent change	$9.0/112.500 \times 100 = 8.0$ $18.0/225.000 \times 100 = 8.0$ $18.0/110.000 \times 100 = 16.4$		

Use of Seasonally Adjusted and Unadjusted Data

The Consumer Price Index (CPI) program produces both unadjusted and seasonally adjusted data. Seasonally adjusted data are computed using seasonal factors derived by the X-13ARIMA-SEATS seasonal adjustment method. These factors are updated each February, and the new factors are used to revise the previous 5 years of seasonally adjusted data. The factors are available at www.bls.gov/cpi/tables/seasonal-adjustment/seasonal-factors-2024.xlsx. For more information on data revision scheduling, please see the Factsheet on Seasonal Adjustment at www.bls.gov/cpi/seasonal-adjustment/questions-and-answers.htm and the Timeline of Seasonal Adjustment Methodological Changes at www.bls.gov/cpi/seasonal-adjustment/timeline-seasonal-adjustment-methodology-changes.htm.

How to Use Seasonally Adjusted and Unadjusted Data

For analyzing short-term price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year-such as price movements resulting from weather events, production cycles, model changeovers, holidays, and sales. This allows data users to focus on changes that are not typical for

the time of year.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data are also used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation. BLS advises against the use of seasonally adjusted data in escalation agreements because seasonally adjusted series are revised annually for five years.

Intervention Analysis

The Bureau of Labor Statistics uses intervention analysis seasonal adjustment (IASA) for some CPI series. Sometimes extreme values or sharp movements can distort the underlying seasonal pattern of price change. Intervention analysis seasonal adjustment is a process by which the distortions caused by such unusual events are estimated and removed from the data prior to calculation of seasonal factors. The resulting seasonal factors, which more accurately represent the seasonal pattern, are then applied to the unadjusted data.

For example, this procedure was used for the motor fuel series to offset the effects of the 2009 return to normal pricing after the worldwide economic downturn in 2008. Retaining this outlier data during seasonal factor calculation would distort the computation of the seasonal portion of the time series data for motor fuel, so it was estimated and removed from the data prior to seasonal adjustment. Following that, seasonal factors were calculated based on this "prior adjusted" data. These seasonal factors represent a clearer picture of the seasonal pattern in the data. The last step is for motor fuel seasonal factors to be applied to the unadjusted data.

For the seasonal factors introduced for January 2024, BLS adjusted 46 series using intervention analysis seasonal adjustment, including selected food and beverage items, motor fuels and vehicles.

Revision of Seasonally Adjusted Indexes

Seasonally adjusted data, including the U.S. city average all items index levels, are subject to revision for up to 5 years after their original release. Every year, economists in the CPI calculate new seasonal factors for seasonally adjusted series and apply them to the last 5 years of data. Seasonally adjusted indexes beyond the last 5 years of data are considered to be final and not subject to revision. For January 2024, revised seasonal factors and seasonally adjusted indexes for 2019 to 2023 were calculated and published. For series which are directly adjusted using the Census X-13ARIMA-SEATS seasonal adjustment software, the seasonal factors for 2023 will be applied to data for 2024 to produce the seasonally adjusted 2024 indexes. Series which are indirectly seasonally adjusted by summing seasonally adjusted component series have seasonal factors which are derived and are therefore not available in advance.

Determining Seasonal Status

Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. Using these criteria, BLS economists determine whether a series should change its status from "not seasonally adjusted" to "seasonally adjusted", or vice versa. If any of the 81 components of the U.S. city average all items index change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted indexes before that period will not be changed. For 2024, 36 of the 81 components of the U.S. city average all items index are not seasonally adjusted.

Contact Information

For additional information about the CPI visit www.bls.gov/cpi or contact the CPI Information and Analysis Section at 202-691-7000 or cpi_info@bls.gov.

For additional information on seasonal adjustment in the CPI visit www.bls.gov/cpi/seasonal-adjustment/home.htm

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

- [Table 1. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, by expenditure category](#)
- [Table 2. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, by detailed expenditure category](#)
- [Table 3. Consumer Price Index for All Urban Consumers \(CPI-U\): U. S. city average, special aggregate indexes](#)
- [Table 4. Consumer Price Index for All Urban Consumers \(CPI-U\): Selected areas, all items index](#)
- [Table 5. Chained Consumer Price Index for All Urban Consumers \(C-CPI-U\) and the Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, all items index](#)
- [Table 6. Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, by expenditure category, 1-month analysis table](#)
- [Table 7. Consumer Price Index for All Urban Consumers \(CPI-U\): U.S. city average, by expenditure category, 12-month analysis table](#)
- [HTML version of the entire news release](#)

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Last Modified Date: July 11, 2024

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE Washington, DC 20212-0001
Telephone:1-202-691-7000_ www.bls.gov/CPI [Contact CPI](#)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.22.

8/27/2024

Renew ITB #23-22 Oils and Lubricants

Approval to renew "ITB #23-22 Oils and Lubricants" with the following vendor for an additional six (6) month period per the terms, conditions and pricing of the current contract which is set to expire on September 27, 2024.

- Atlantic Petroleum & Mineral Resources, Inc. of Houston, Texas

In addition, renew with price decrease per the attached. All other terms and conditions of the current contract will remain the same.

- Blender Direct of Houston, Texas

The renewal term shall be September 28, 2024 to March 27, 2025.

Further, expenditures will be funded by departments' annual fiscal year budgets.

ITB #23-22 Oils & Lubricants		Item ID	Estimated Qty & UOM	RESPONDENT'S NAME		Blender Direct	
Contract Term:				ADDRESS		PO BOX 96728	
9/28/24 to 3/27/25				QUOTED BY:		Houston Tx, 77213	
				TELEPHONE NUMBER:		Rahila Abagero	
				FAX NUMBER:		281-497-5700	
						832-634-1000	
						Proposed Price Increase % of Price Increase	
#1-1 - OIL, AVIATION, SINGLE GRADE, ASHLESS, 100, 50 WT, 4 CYCLE CERTIFIED AIRCRAFT RECIPROCATING PISTON ENGINE	2951	Case					
#1-11 - OIL, AVIATION, PREMIUM, ASHLESS, 80, 40 WT - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES	2954	Case					
#1-15 - OIL, AVIATION, MULTIGRADE, ASHLESS, 15W50 - FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES	9359	Case					
#1-16 - OIL, AVIATION, PREMIUM, ASHLESS, 100, 50 WT- FOR 4 CYCLE CERTIFIED AIRCRAFT PISTON ENGINES	6661	Case					
#1-24 - BRAKE FLUID, HYDRAULIC, DOT 3	9471	Case					
#1-25 - BRAKE FLUID, HYDRAULIC, DOT	2974	Case					
#1-27 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	2975	55 Gal Drum					
#1-28 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	9472	5 Gal Pail					
#1-30 - ANTIFREEZE, COOLANT, UNIVERSAL, GREEN	2976	Case					
#1-32 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	9473	Gal					
#1-33 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	9474	5 Gal Pail					
#1-35 - ANTIFREEZE, COOLANT, UNIVERSAL, EXT LIFE, ORANGE Dex-Cool Extended Life Antifreeze/Coolant	2978	Case					
#1-37 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE-	9475	Gal					

MFG NAME	Valvoline		
MFG#	VV289229		
PACKAGING (UOM)	5 gal		
VENDOR			
Total Cost	\$65.90		

MIXED 50/50, ORANGE Dex-Cool Extended Life	9475	Gal	
#1-38 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE- MIXED 50/50, ORANGE Dex-Cool Extended Life	9476	5 Gal Pail	
#1-39 - ANTIFREEZE, COOLANT, UNIVERSAL, EXTENDED LIFE, PRE- MIXED 50/50, ORANGE Dex-Cool Extended Life	7427	Case	
#1-42 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti- freeze	2981	55 Gal Drum	
#1-43 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti- freeze	9477	5 Gal Pail	
#1-43 - ANTIFREEZE, COOLANT, EXTENDED LIFE, RED Extended Life Coolant / Anti- freeze	9735	5 Gal Pail	
#1-47 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	9478	5 Gal Pail	
#1-48 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50 Coolant / Anti-Freeze	9479	5 Gal Pail	
#1-50 - ANTIFREEZE, COOLANT, EXTENDED LIFE, PREMIXED 50/50, RED Extended Life Prediluted 50/50	2984	Case	
#1-58 - GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	3023	16 Gal Keg (EA)	
#1-63 - GREASE, LUBRICANT, MULTIPURPOSE, LITHIUM SOAP	3024	Case	
#1-72 - OIL, CIRCULATING, HIGH PERFORMANCE Heat Transfer Oil	3055	Gal	
#1-77 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 80W90 Spirax HDGA	7950	Case	

MFG NAME	SYNTHEX		
MFG#	P-SAF906		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$41.09		

MFG NAME	Synthex		
MFG#	SAF906		
PACKAGING (UOM)	5-GAL PAIL		
VENDOR			
Total Cost	\$49.00		

MFG NAME	SYNTHEX		
MFG#	K-SXG999		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$369.00	\$329.00	

MFG NAME	SYNTHEX		
MFG#	C-SXG999		
PACKAGING (UOM)	10 / 10 oz TUBE PER CASE		
VENDOR			
Total Cost	\$33.60	\$29.50	

MFG NAME	Synthex		
MFG#	SXG307		
PACKAGING (UOM)	55-GAL DRUM		
VENDOR			
Total Cost	\$542.90		

#1-78 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	3062	55 Gal Drum		
#1-79 - OIL, GEAR, MULTIGEAR, PETROLEUM BASED, HIGH TEMPERATURE, 85W140	3063	5 Gal Pail		
#1-82 - OIL, GEAR, SYNTHETIC, 80W140	7058	55 Gal Drum		
#1-84 - OIL, GEAR, SYNTHETIC, 80W140	3066	5 Gal Pail		
#1-85 - OIL, GEAR, SYNTHETIC, 80W140	7057	16 Gal Keg (EA)		
#1-87 - OIL, GEAR, MULTIPURPOSE, SYNTHETIC, EXTENDED WARRANTY, HEAVY DUTY, 75W90	3069	5 Gal Pail		
#1-94 - OIL, MARINE, 2 CYCLE	3101	Case		
#1-95 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3106	Gal		
#1-96 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3107	55 Gal Drum		
#1-100 - OIL, MOTOR, HIGH PERFORMANCE, HEAVY DUTY, 15W40	3109	Case		
#1-102 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	7429	Gal		

MFG NAME	Synthex		
MFG#	SXG307		
PACKAGING (UOM)	55-GAL DRUM		
VENDOR			
Total Cost	\$579.75		

MFG NAME	SYNTHEX		
MFG#	P-SXG307		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$66.55		

MFG NAME	SYNTHEX		
MFG#	D-SGE303		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$828.60	\$715.60	

MFG NAME	SYNTHEX		
MFG#	P-SGE303		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$78.20		



MFG NAME	SYNTHEX		
MFG#	P-SGE301		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$76.85		



MFG NAME	SYNTHEX		
MFG#	B-SXF207		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$9.25	\$8.95	

MFG NAME	SYNTHEX		
MFG#	D-SXF207		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$568.75	\$552.25	

MFG NAME	SYNTHEX		
MFG#	C-SXF207		
PACKAGING (UOM)	4/ 1 GAL		
VENDOR			
Total Cost	\$46.50		

MFG NAME	SYNTHEX		
MFG#	B-SXP012		
PACKAGING (UOM)			
VENDOR			

#1-103 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	3111	55 Gal Drum	
#1-107 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 10W30	3113	Cases	
#1-111 - OIL, MOTOR, MULTIGRADE, HEAVY DUTY, DIESEL ENGINE, 15W40	3117	Gal	
#1-115 - OIL, MOTOR, T MULTIGRADE SAE 15W-40 (USE IN ALL AGE VEHICLES)	7430	Gal	
#1-116 - OIL, MOTOR, T MULTIGRADE SAE 15W-40 (CK-4),(USE IN ALL AGE VEHICLES)	7431	Case	
#1-119 - OIL, MOTOR, HEAVY DUTY, HIGH TEMP, 20W50 HFORMULASHELL 20W-50	3158	Cases	
#1-125 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20 FORMULASHELL 5W20	7433	Gal/Bulk	
#1-130 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W20	3155	Case	
#1-131 - OIL, MOTOR, LIGHT DUTY, GAS ENGINE, 5W30	3164	Cases	
#1-135 - OIL, TRANSMISSION AND DRIVE TRAIN, 50 SPIRAX S4CX50	3203	55 Gal Drum	
#1-141 - POWER STEERING FLUID, GM CHRYSLER FORMULASHELL	3210	Case	

Total Cost	\$7.98	\$7.50	
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MFG NAME	SYNTHEX		
MFG#	D-SXP012		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$498.90	\$472.50	



MFG NAME	SYNTHEX		
MFG#	B-SXF207		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$9.25	\$8.95	

MFG NAME	SYNTHEX		
MFG#	B-SXF207		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$9.25	\$8.95	

MFG NAME	SYNTHEX		
MFG#	C-SXF207		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$46.50		



MFG NAME	Synthex		
MFG#	SXP010		
PACKAGING (UOM)	gal/ bulk		
VENDOR			
Total Cost	\$8.07	\$7.50	

MFG NAME	SYNTHEX		
MFG#	Q-SXP010		
PACKAGING (UOM)	12/1 QTS		
VENDOR			
Total Cost	\$30.94		

MFG NAME	SYNTHEX		
MFG#	Q-SXP011		
PACKAGING (UOM)	12/1 QTS		
VENDOR			
Total Cost	\$30.94		

MFG NAME	SYNTHEX		
MFG#	D-SXD507		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$624.60		



#1-142 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	3216	Gal/Bulk		
#1-143 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	3217	55 Gal Drum		
#1-144 - OIL, TRANSMISSION HYDRAULIC FLUID, OFFROAD EQUIP	3218	5 Gal Pail		
#1-147 - OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	3221	55 Gal Drum		
#1-148 - OIL, TRANSMISSION, SYNTHETIC, HD LOW TEMP, 50	3223	5 Gal Pail		
#1-151 - OIL, TRANSMISSION FLUID, CAR LIGHT DUTY TRUCK MERCON / DEXRON-III	3230	55 Gal Drum		
#1-155 - OIL, TRANSMISSION FLUID, FORD, AUTOMATIC TRANS AUTOMATIC TRANSMISSION FLUID MERCON V	3239	5 GAL Pail		
#1-159 - OIL, TRANSMISSION FLUID, CONDITIONER Brand: BG ATC+	3266	Case		
#1-160 - OIL, MOTOR, SUPPLEMENT, GUMONT ENGINE FLUSH	7942	Case		
#1-161 - 2-CYCLE OIL	3185	Case		
OIL, MOTOR 5W-30 FULL SYNTHETIC	9494	Case		

MFG NAME	SYNTHEX		
MFG#	B-SXD502		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$8.12		

MFG NAME	SYNTHEX		
MFG#	D-SXD502		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$506.60	\$500.00	

MFG NAME	SYNTHEX		
MFG#	P-SXD502		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$48.60		

MFG NAME	SYNTHEX		
MFG#	D-SGE305		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$824.10	\$762.90	

MFG NAME	SYNTHEX		
MFG#	P-SGE305		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$77.45		

MFG NAME	SYNTHEX		
MFG#	D-SXM405		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$588.60	\$502.20	

MFG NAME	FORD MOTORCRAFT		
MFG#	MRC097668		
PACKAGING (UOM)	5 GAL PAIL		
VENDOR			
Total Cost	\$59.50		

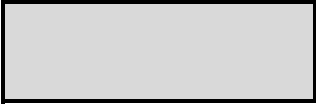


MFG NAME	SYNTHEX		
MFG#	Q-SPE004		
PACKAGING (UOM)	12/1 QTS		
VENDOR			
Total Cost	\$41.05	\$39.20	

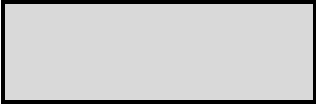
OIL, MOTOR SHELL ROTELLA T5 10W-30 SYNTHETIC BLEND	9495	Case	
OIL, TRANSMISSION, SYNTHETIC, LUBRISTRONG,ATF,RED	9518	55 Gal Drum	
TRANSMISSION FLUID, SYNTHETIC 50, ATF, RED	9711	Case	
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, RED	9712	Case	
DEF (Diesel Exhaust Fluid) Blue Sky 2.5 GAL Jugs/ 2 Per case per Pallet	9693	Case	
API-SAE 0W-20 Engine Oil	9713	Case	
AEROSHELL W100	9730	Case	
ACTIFULL OT OAT, COOLANT, ANTIFREEZE, GREEN	9734	Case	



MFG NAME	SYNTHEX		
MFG#	D-SME402		
PACKAGING (UOM)			
VENDOR			
Total Cost	\$669.95	\$652.90	



MFG NAME	Noxguard		
MFG#	NOXDEF		
PACKAGING (UOM)	2x2.5 JUG Case		
VENDOR			
Total Cost	\$22.50		





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.23.

8/27/2024

Renew ITB #20-44 Equipment Rentals

Approval to renew "ITB #20-44 Equipment Rentals" with the following vendors for the fifth (5th) and final year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire September 21, 2024.

- Sunbelt Rentals, Inc. of Fort Mill, SC
- Romco Equipment Co. of Carrollton, TX
- Nueces Farm Center, Inc. dba Nueces Power Equipment of Humble, TX

In addition, approval to renew with price increases with the following vendors as per the attached; all other terms and conditions will remain the same:

- Momentum Rental and Sales of Richwood, TX
- Herc Rentals, Inc. of Houston, TX

The renewal term shall be September 22, 2024 to September 21, 2025.

Further, expenditures will be funded by departments' current annual fiscal year budget.

20-44 Summary

Approval to renew with price increase for “ITB 20-44 Equipment Rental” to the following vendors, as per the attached.

- Herc Rentals

The vendors proposed 3% increase is due to the direct reflection of the current and past economic climate.

- Momentum

The vendors proposed 21% increase is due to never previously requesting a price increase since being awarded the contract in 2020. The proposed increase reflects price increases in equipment prices, interest rates and labor cost from previous years.

Further, in Purchasing’s review of the percentage increases submitted by the vendors, it has been determined that the percentages shown on the attached Consumer and Producer Price Indices (CPI & PPI) support the percentage increased.

ITB# 20-44 EQUIPMENT RENTALS CONTRACT SHEET				
ITB# 20-44 EQUIPMENT RENTALS	BIDDERS NAME	HERC RENTALS INC.		
	ADDRESS	3920 NORTH FREEWAY		
CONTRACT RENEWAL TERM:		HOUSTON, TX 77022		
	CONTACT PERSON	REGGIE DAVIE		
	TELEPHONE NO.	832-723-2564		
SEPTEMBER 22, 2024 TO SEPTEMBER 21, 2025	FAX NUMBER			
	EMAIL	HERCBIDS@HERCRENTALS.COM		
DESCRIPTION:		PRICE		
1. BULLDOZER RENTAL			Proposed Price Increase	% of Increase
With Blade, KG Cutter Blade, Root Rake, and all other incidental items usually associated with bulldozer work.		Delivery included in rates for Brazoria County		
1.2 D4K XL CAT, KOMATSU D37PX OR EQUIVALENT				
PRICE PER DAY WITHOUT OPERATOR		\$778.35	801.7	3
PRICE PER WEEK WITHOUT OPERATOR		\$1,717.74	1769.27	3
PRICE PER MONTH WITHOUT OPERATOR		\$4,203.10	4329.19	3
PRICE PER DAY WITH OPERATOR		-		
PRICE PER WEEK WITH OPERATOR		-		
PRICE PER MONTH WITH OPERATOR		-		
YEAR, MAKE AND MODEL		250-1240 DOZER WIDE TRACK 86-95 HP ROPS DEERE 550K		
HORSEPOWER		86-95 HP		
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE		7		
RENTAL LOCATIONS		531 S Brazosport Blvd S, Clute, TX 77531		
1.6 D9K XL CAT OR EQUIVALENT				
PRICE PER DAY WITHOUT OPERATOR		\$808.42	832.67	3
PRICE PER WEEK WITHOUT OPERATOR		\$2,045.19	2106.55	3
PRICE PER MONTH WITHOUT OPERATOR		\$4,863.36	5009.26	3
PRICE PER DAY WITH OPERATOR		-		
PRICE PER WEEK WITH OPERATOR		-		
PRICE PER MONTH WITH OPERATOR		-		
YEAR, MAKE AND MODEL		150-2770 ROLLER RIDE-ON SMOOTH 84IN SNG 11 TON VOLVO SD115B		
HORSEPOWER		Variable		
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE		92		
RENTAL LOCATIONS		531 S Brazosport Blvd S, Clute, TX 77531		
2. TRACK HOE/EXCAVATOR RENTAL				
2.1 MINI - CAT 301, KOBELCO SK135, KUBOTA U35-4R1 OR EQUIVALENT				
PRICE PER DAY WITHOUT OPERATOR		\$375.75	387.02	3
PRICE PER WEEK WITHOUT OPERATOR		\$842.77	868.05	3
PRICE PER MONTH WITHOUT OPERATOR		\$1,610.38	1658.69	3
23. WATER PUMP, PORTABLE (include 20 ft. suction hose, 50 ft. discharge hose and strainer)				
23.4 - 6"				
PRICE PER DAY		\$373.61	384.82	3
PRICE PER WEEK		\$805.19	829.35	3
PRICE PER MONTH		\$1,767.13	1820.14	3
27.2 AUGER 16" BIT				
PRICE PER DAY		\$31.14	32.07	3
PRICE PER WEEK		\$98.77	101.73	3
PRICE PER MONTH		\$257.66	265.39	3
33.3 - 150 KW				
PRICE PER DAY		\$687.09	707.7	3
PRICE PER WEEK		\$1,749.95	1802.45	3
PRICE PER MONTH		\$3,693.15	3803.94	3
NUMBER OF UNITS AVAILABLE FOR COUNTY USE		7		
34. PRESSURE WASHER, 3000 PSI, ON TRAILER				
PRICE PER DAY		\$412.26	424.63	3
PRICE PER WEEK		\$837.40	862.52	3
PRICE PER MONTH		\$1,658.69	1708.45	3
NUMBER OF UNITS AVAILABLE FOR COUNTY USE		73		

ITB# 20-44 EQUIPMENT RENTALS	BIDDERS NAME	MOMENTUM RENTAL AND SALES	
	ADDRESS	1940 N. BRAZOSPORT BLVD.	
CONTRACT RENEWAL TERM:		RICHWOOD, TX 77531	
	CONTACT PERSON	Zane Fugler	
SEPTEMBER 22, 2024 TO SEPTEMBER 21, 2025	TELEPHONE NO.	979-417-0876	
	FAX NUMBER	979-529-9811	
	EMAIL	zanef@momentumrentalssales.com	
DESCRIPTION:		PRICE	Proposed Price In % of Increase
13. COMPACTOR RENTAL, VIBRATING 21 X 19" PLATE (Plate Tamps)			
PRICE PER DAY		\$57.00	68.97 21%
PRICE PER WEEK		\$185.00	223.85 21%
PRICE PER MONTH		\$545.00	659.47 21%
YEAR, MAKE AND MODEL		-	
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE		10+	
15.2 WALK BEHIND			
PRICE PER DAY		\$62.00	75.02 21.00%
PRICE PER WEEK		\$215.00	260.14 21.00%
PRICE PER MONTH		\$495.00	598.96 21.00%
HORSEPOWER		-	
YEAR, MAKE AND MODEL		-	
NUMBER OF MACHINES AVAILABLE FOR COUNTY USE		3	
OPTIONS:			
14" HIGH SPEED BLADE, COST PER EACH		-	
12" HIGH SPEED BLADE, COST PER EACH		-	
16. CONCRETE VIBRATOR 1", 1 3/8", 2" SHAFT HEAD			
PRICE PER DAY		\$29.00	35.09 21%
PRICE PER WEEK		\$105.00	127.05 21%
PRICE PER MONTH		\$304.00	367.85 21%
HORSEPOWER		-	
YEAR, MAKE AND MODEL		-	
NUMBER OF UNITS AVAILABLE FOR COUNTY USE		5	
18. CHIPPING HAMMER, 15 LB.			
PRICE PER DAY		\$32.00	38.72 21%
PRICE PER WEEK		\$90.00	108.9 21%
PRICE PER MONTH		\$319.00	386 21%
ELECTRIC OR AIR		-	
YEAR, MAKE AND MODEL		-	
NUMBER OF UNITS AVAILABLE FOR COUNTY USE		-	
OPTIONS:			
POINTED BITS, cost per each		available	
CHISELED BITS, cost per each		available	
20.2 - 60 LB.			
PRICE PER DAY		\$28.00	33.88 21%
PRICE PER WEEK		\$94.00	113.74 21%
PRICE PER MONTH		\$275.00	332.74 21%
ELECTRIC OR AIR		air	
YEAR, MAKE AND MODEL		-	
NUMBER OF UNITS AVAILABLE FOR COUNTY USE		10	
OPTIONS:			
POINTED BITS, cost per each		available	
CHISELED BITS, cost per each		available	
21. LIFT, ARTICULATING BOOM			
21.1 - 45' OR EQUIVALENT			
PRICE PER DAY		\$195.00	235.95 21.00%
PRICE PER WEEK		\$595.00	719.96 21.00%
PRICE PER MONTH		\$1,545.00	1869.51 21.00%
BOOM LENGTH		-	
YEAR, MAKE AND MODEL		-	
NUMBER OF UNITS AVAILABLE FOR COUNTY USE		10	
21.2 - 60' OR EQUIVALENT, 500 - 1000 LB. CAPACITY			
PRICE PER DAY		\$325.00	393.25 21.00%
PRICE PER WEEK		\$945.00	1143.48 21.00%
PRICE PER MONTH		\$2,195.00	2656 21.00%
BOOM LENGTH		-	
YEAR, MAKE AND MODEL		-	
NUMBER OF UNITS AVAILABLE FOR COUNTY USE		10	
22. POST HOLE AUGER - ONE MAN, AUGER BIT 10" WIDE 36" DEEP			
PRICE PER DAY		\$65.00	78.65 21%
PRICE PER WEEK		\$200.00	242 21%
PRICE PER MONTH		\$600.00	725.99 21%
YEAR, MAKE AND MODEL		-	

NUMBER OF UNITS AVAILABLE FOR COUNTY USE	2		
23. WATER PUMP, PORTABLE			
23.1 - 2"			
PRICE PER DAY	\$31.00	37.51	21%
PRICE PER WEEK	\$138.00	166.98	21%
PRICE PER MONTH	\$315.00	381.15	21%
23.2 - 3"			
PRICE PER DAY	\$42.00	50.82	21%
PRICE PER WEEK	\$151.00	182.71	21%
PRICE PER MONTH	\$384.00	464.65	21%
25. TRENCHER			
25.1 WALK BEHIND, SELF PROPELLED			
25.1.1 - 1' DEEP, 2" WIDE			
PRICE PER DAY	\$182.00	220.22	21%
PRICE PER WEEK	\$435.00	526.34	21%
PRICE PER MONTH	\$1,085.00	1,312.90	21%
25.1.2 - 2' DEEP, 4" WIDE			
26.1 SKID STEER LOADER			
PRICE PER DAY WITHOUT OPERATOR	\$275.00	332.75	21%
PRICE PER WEEK WITHOUT OPERATOR	\$850.00	1028.5	21%
PRICE PER MONTH WITHOUT OPERATOR	\$2,195.00	2656	21%
PRICE PER DAY WITH OPERATOR	-		
PRICE PER WEEK WITH OPERATOR	-		
PRICE PER MONTH WITH OPERATOR	-		
YEAR, MAKE AND MODEL	-		
NUMBER OF UNITS AVAILABLE FOR COUNTY USE	10+		
27. SKID STEER LOADER ATTACHMENTS			
27.1 AUGER 12" BIT			
PRICE PER DAY	\$29.00	35.09	21%
PRICE PER WEEK	\$87.00	105.27	21%
PRICE PER MONTH	\$261.00	315.8	21%
27.3 AUGER 18" BIT			
PRICE PER DAY	\$35.00	42.35	21%
PRICE PER WEEK	\$105.00	127.05	21%
PRICE PER MONTH	\$315.00	381.15	21%
27.4 AUGER 24" BIT			
PRICE PER DAY	\$35.00	42.35	21%
PRICE PER WEEK	\$105.00	127.05	21%
PRICE PER MONTH	\$315.00	381.15	21%
27.5 AUGER 36" BIT			
PRICE PER DAY	\$42.00	50.82	21%
PRICE PER WEEK	\$126.00	152.46	21%
PRICE PER MONTH	\$378.00	457.37	21%
27.7 SWEEPER 6 FT.			
PRICE PER DAY	\$83.00	100.43	21%
PRICE PER WEEK	\$165.00	199.65	21%
PRICE PER MONTH	\$545.00	659.47	21%
27.8 FORK LIFT			
PRICE PER DAY	\$28.00	33.88	21%
PRICE PER WEEK	\$94.00	113.74	21%
PRICE PER MONTH	\$182.00	220.22	21%
28. AIR COMPRESSOR			
28.2 - 185 CFM			
PRICE PER DAY	\$94.00	113.74	21%
PRICE PER WEEK	\$275.00	332.76	21%
PRICE PER MONTH	\$595.00	719.93	21%
28.4 - 375 CFM			
PRICE PER DAY	\$193.00	233.53	21%
PRICE PER WEEK	\$688.00	832.5	21%
PRICE PER MONTH	\$1,395.00	1688	21%
29. PORTABLE LIGHTS			
29.2.1 - 10' HEIGHT, ONE 1,000 WATT BULB			
PRICE PER DAY	\$127.00	153.67	21%
PRICE PER WEEK	\$295.00	356.94	21%
PRICE PER MONTH	\$545.00	659.46	21%
31. WHEEL LOADER			
PRICE PER DAY	\$595.00	719.97	21%
PRICE PER WEEK	\$1,895.00	2293	21%
PRICE PER MONTH	\$3,995.00	4834	21%
YEAR, MAKE AND MODEL	-		
HORSEPOWER	-		
OPERATING WEIGHT	-		

NUMBER OF UNITS AVAILABLE FOR COUNTY USE	-		
RENTAL LOCATIONS	Richwood		
32. SCISSOR LIFT			
32.1 - 19' - GENIE GS1930 OR EQUIVALENT			
PRICE PER DAY	\$116.00	140.36	21%
PRICE PER WEEK	\$250.00	302.5	21%
PRICE PER MONTH	\$445.00	538.47	21%
NUMBER OF UNITS AVAILABLE FOR COUNTY USE	10+		
34. PRESSURE WASHER, 3000 PSI, ON TRAILER			
PRICE PER DAY	\$256.00	309.75	21%
PRICE PER WEEK	\$640.00	774.43	21%
PRICE PER MONTH	\$1,600.00	1936	21%
NUMBER OF UNITS AVAILABLE FOR COUNTY USE	2		

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUSR0000SA0

Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers,

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2014	235.288	235.547	236.028	236.468	236.918	237.231	237.498	237.460	237.477	237.430	236.983	236.252		
2015	234.747	235.342	235.976	236.222	237.001	237.657	238.034	238.033	237.498	237.733	238.017	237.761		
2016	237.652	237.336	238.080	238.992	239.557	240.222	240.101	240.545	241.176	241.741	242.026	242.637		
2017	243.618	244.006	243.892	244.193	244.004	244.163	244.243	245.183	246.435	246.626	247.284	247.805		
2018	248.859	249.529	249.577	250.227	250.792	251.018	251.214	251.663	252.182	252.772	252.594	252.767		
2019	252.561	253.319	254.277	255.233	255.296	255.213	255.802	256.036	256.430	257.155	257.879	258.630		
2020	258.906	259.246	258.150	256.126	255.848	257.004	258.408	259.366	259.951	260.249	260.895	262.005		
2021	262.518	263.583	264.910	266.752	268.452	270.664	271.994	272.789	273.887	276.434	278.799	280.808		
2022	282.390	284.535	287.553	288.764	291.359	294.996	294.977	295.209	296.341	297.863	298.648	298.812		
2023	300.356	301.509	301.744	303.032	303.365	304.003	304.628	306.187	307.288	307.531	308.024	308.742		
2024	309.685	311.054	312.230	313.207	313.225	313.049	313.534							

PPI Industry Data
Original Data Value

Series Id: PCU532412532412
Series Title: PPI industry data for Other heavy machinery rental and
Industry: Other heavy machinery rental and leasing
Product: Other heavy machinery rental and leasing
Base Date: 200312
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2014	117.6	119.3	119.9	118.3	119.2	117.9	117.6	119.1	120.0	121.2	120.7	122.0
2015	121.5	121.0	119.4	119.2	121.3	120.6	118.9	119.9	118.4	117.8	118.8	118.7
2016	117.7	118.2	118.5	117.5	119.9	119.9	119.1	118.4	118.1	117.5	117.3	118.4
2017	117.8	117.6	117.6	117.6	118.5	117.7	117.6	118.3	121.4	122.0	121.7	121.9
2018	123.0	123.9	122.7	121.4	120.9	121.4	122.0	120.9	121.3	121.7	122.0	122.2
2019	122.6	122.4	121.7	120.7	121.2	121.5	121.2	120.9	120.8	120.7	120.6	120.7
2020	120.9	120.7	121.0	119.9	119.8	119.7	118.5	118.5	117.7	117.1	117.2	117.1
2021	117.0	118.8	119.7	119.7	121.4	121.4	121.512	121.534	121.642	122.168	122.623	122.990
2022	123.473	125.244	125.917	126.502	128.307	129.392	129.184	131.407	131.899	134.993	135.451	136.512
2023	136.645	138.106	138.133	138.368	138.637	138.388	138.550	138.267	138.777	139.053	138.749	138.980
2024	139.068	138.490	140.240	139.982	139.046	139.935	139.529					



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.24.

8/27/2024

Change Order of Engineering Services for Hanson County Park

Approve the expenditure of GOMESA funds, in the amount of \$6,600, to Baker & Lawson, Inc., of Angleton, Texas due to a reduced width bridge design as per the attached Exhibit F.

In addition, the original Professional Service Agreement was approved by Court Order 8.N.5 dated October 24, 2023.

EXHIBIT “F”
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.

\



August 9, 2024

Chad Davenport
Brazoria County
Assistant Director
313 West Mulberry St.
Angleton, TX 77515

Email: CDavenport@brazoriacountytx.gov

RE: Engineering Services
Change Order Hanson Park
Baker & Lawson Proposal No. 15767

Dear Mr. Davenport,

As discussed in your recent meeting with Cedna Engineering, the design of the bridge at Hanson Park will be modified from a single-lane bridge to accommodate ADA walkway to a reduced width bridge design. The change order amount for this modification will be \$6,600.00.

Please let us know if you have any questions or require additional information.

Sincerely,

Robin Crouch
Vice President

October 24, 2023
THE COMMISSIONERS COURT OF BRAZORIA COUNTY
SPECIAL MEETING

ORDER NO. 8.N.5

RE: Professional Service Agreement for Hanson County Park Bridge Project

Approve a Professional Service Agreement with Baker and Lawson, Inc. of Angleton, Texas for the Hanson County Park Bridge Project, in the amount of 40,755.00 for engineering services.

In addition, the project will utilize GOMESA funds.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said agreement on behalf of the county.

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 Baker & Lawson, Inc., 4005 Technology Drive, Suite 1530, Angleton, Texas 77515, a Texas Corporation, hereinafter referred to as “Consultant”.

RECITALS

The County intends to enter into a professional services agreement for engineering services for the design of wooden bridge at the Hanson County Park, hereinafter called the “Project”

The County desires that Consultant perform certain professional engineering and related services in connection with the Project; and

Consultant represents that it is qualified and desires to perform such services.

In consideration of the mutual covenants, agreements and benefits to the Parties hereto, it is agreed as follows:

TERMS

Article 1

Scope of Agreement

1.01 The Consultant agrees to perform professional engineering services as set forth in the Exhibits attached hereto and incorporated herein.

Article 2

Character and Extent of Services

2.01 The Consultant shall perform its obligations under this Contract in accordance with the Scope of Work within the Consultant’s proposal attached hereto as **Exhibit “A.”** County and Consultant may agree to amend this contract. All amendments to this contract will be added as **“Exhibit F-”** (F-1, F-2, etc.).

2.02 The Consultant and County agree and acknowledge that the County is entering into this Contract in reliance on the Consultant’s competence and qualifications, as those were presented to County by Consultant with respect to professional services. The Consultant, in consideration for the compensation set forth expressly herein, shall at all times utilize its skill and attention to fully, timely, and properly render professional services for the development of the Project to final

completion as set out in, or reasonably inferred from, the Scope of Work. This shall be done in a manner utilizing the degree of care ordinarily used by Consultants performing similar services on projects of a similar nature and scope within the State of Texas.

2.03 The Consultant shall be represented by a professional engineer, who has been assigned by Consultant to manage the Project, licensed to practice in the State of Texas, at meetings of any official nature concerning the Project, including, but not limited to, scope meetings, status meetings, pre-bid meetings, pre-construction meetings and construction meetings with County and staff and/or its contractors, unless otherwise set forth in the Scope of Work or approved in writing by the County.

2.04 Work, labor, services, and materials to be furnished by Consultant shall fully comply with applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work. In the event of any change in the applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work for the Project, which occur after the Effective Date of the Contract, and which Consultant was not and should not reasonably have been aware of, which require changes to the Work that has already been completed by the Consultant, or require work outside the Scope of Work, then the Consultant and the County shall attempt to agree in writing on the required modifications to the Scope of Work and an equitable fee and time adjustment resulting from such additional Scope of Work. Conflicts between any applicable Federal, state and local laws, rules, regulations, statutes, ordinances and directives related to the Consultant and/or the Work shall be brought to the attention of the County by Consultant.

2.05 Consultant shall comply with all Federal laws, including but not limited to, the specific laws identified and attached hereto as **Exhibit "C"** and incorporated herein and made part of this contract. The Consultant shall require and ensure that its contractors and subcontractors comply with all applicable laws.

2.06 All work provided under this Agreement shall conform to and be in the format required by Federal and state funding agencies. Guidelines and requirements of the Federal Transit Administration, the Federal Highways Administration, the Federal Emergency Management Agency, the Environmental Protection Agency, the Texas Commission on Environmental Quality, and the Texas Department of Transportation as applicable to the project. Other Federal and local funding sources may impose additional and/or differing requirements. The project may utilize funding from the following: grants, ad valorem taxes; general obligation bonds, which all requirements for this contract must adhere to the requirements.

2.07 Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and the Consultant agrees that the contract can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

Article 3
Time for Performance

3.01 The Consultant shall complete the services called for in this Agreement as set forth in schedule specified in **Exhibit “A”** or as further modified in **Exhibit “F-*. ”** Consultant understands that time is of the essence to complete the services by the scheduled deadlines.

Article 4
Consultant Compensation

4.01 For and in consideration of the services rendered by the Consultant under Article 2, the County shall pay to the Consultant in accordance with its Fee Schedule in **Exhibit “A”** or as further modified in **Exhibit “F-*. ”**

Article 5
Time of Payment

5.01 Monthly payments shall be made based upon that portion of the work which has been completed. Consultant shall provide, no later than the last day of each calendar month a sworn statement to the County Engineer, setting forth the percentage of the services provided which were completed during such calendar month, the compensation due, Consultant’s hourly rates, if applicable, subcontractor invoices and the respective backup documentation, and any other documentation required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Consultant certifying that the work was performed, it was authorized by the County Engineer and that all information contained in the invoice being submitted is true and correct.

5.02 Consultant agrees to maintain, for a period of five (5) years, detailed time records identifying each person performing the services, the date or dates that the services were performed, the applicable hourly rates, the total amount billed for each person and the total amount billed for all persons, and shall provide such other details as may be requested by the County Auditor for verification purposes. The Consultant shall retain its records and shall keep same available for inspection during regular business hours by County officials.

5.03 The Consultant’s statement becomes due and payable within thirty (30) days after receipt and approval by County. The approval or payment shall not be considered to be evidence of performance by the Consultant to the point indicated by such statement or of receipt or acceptance by the County of the work covered by such statement.

Article 6
Compliance Standards

6.01 The Consultant agrees to perform the work hereunder in accordance with County’s road and bridge specifications or Texas Department of Transportation road and bridge specifications, Brazoria County Drainage Criteria Manual and other generally accepted standards applicable

thereto, and shall use that degree of care and skill commensurate with the Consultants profession to comply with all applicable state, Federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and Consultant's performance.

Article 7
Procurement, Suspension and Debarment

7.01 The Consultant certifies by execution of this Agreement or Contract that it is not ineligible for such participation in Federal or state assistance programs. The Consultant further agrees to include this certification in all Agreements or Contracts between itself and any subcontractor in connection with the services performed under this Agreement or Contract. The Consultant also certifies that it will notify the County in writing if it is not in compliance with Federal or State assistance programs at any time during the term of this Agreement or Contract. The Consultant agrees to refund Brazoria County for any payments made to the Consultant that would have been properly payable or reimbursable from Federal or state funds but for the fact that such payment failed to comply with Federal or state assistance programs.

Article 8
Ownership of Documents, Copyright

8.01 The County shall be the absolute and unqualified owner of all drawings, preliminary layouts, electronic documents and drawings, record drawings, sketches, reports, and other documents completed or partially completed, mylar reproducibles, preliminary layouts, created, produced, developed, or prepared, pursuant to this Agreement, by the Consultant or its approved outside advisory or support consultants (collectively the "Documents") with the same force and effect as if the County prepared same.

8.02 Consultant shall deliver all Documents to County within thirty (30) days of the termination or upon completion of this Agreement, whichever occurs first.

8.03 The Consultant may retain one (1) set of reproducible copies of such documents and such copies shall be for the Consultant's sole use in preparation of studies or reports for Brazoria County only. The Consultant is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the County.

8.04 County shall be the owner of all intellectual property rights of the services rendered hereunder including all rights of copyright therein.

Article 9
Public Contact

9.01 Contact with the news media, citizens of Brazoria County, the State of Texas or other governmental agencies shall be the responsibility of the County. Under no circumstances shall the Consultant release any material or information developed in the performance of its services hereunder without the express prior written permission of the County.

Article 10
Consultant's Insurance Requirements

10.01 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form (except Professional Liability which is on a Claims Made policy) from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "B."**

10.02 County shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.03 If required coverage is written on a claims-made basis, Consultant represents that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Article 11
Indemnification

11.01 THE CONSULTANT SHALL INDEMNIFY THE COUNTY FROM AND AGAINST CLAIMS AND LIABILITY, PERFORMED UNDER THIS CONTRACT WHICH RESULT FROM NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL IN PROPORTION OF CONSULTANT'S LIABILITY BE RESPONSIBLE TO REIMBURSE THE COUNTY FOR REASONABLE EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, TO THE EXTENT ARISING OUT OF THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE CONSULTANT, ITS AGENTS, OR EMPLOYEES.

11.02 CONSULTANTS DUTY TO INDEMNIFY COUNTY SHALL AS DESCRIBED ABOVE BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THIS AGREEMENT UNLESS OTHERWISE AGREED BY COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

Article 12
Dispute Resolution

12.01 In the event of a dispute related to the breach of this Agreement that cannot be settled through negotiation, County and Consultant agree to submit the dispute to mediation.

12.02 All expenses associated with mediation shall be shared fifty (50) percent by each party.

12.03 The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law in equity under any applicable statutes of limitation.

Article 13
Termination

13.01 The County may terminate this Agreement at any time by notice in writing to the Consultant. Upon receipt of such notice, the Consultant shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall then pay the Consultant that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, electronic data files, drawings and specifications of any kind prepared under this Agreement shall be delivered to the County when and if this Agreement is terminated.

Article 14
Notice

14.01 Any notice permitted or required to be given to the County hereunder may be given by hand-delivery or certified United States mail, postage prepaid, return receipt requested addressed to:

County:

Brazoria County Parks Department
313 W. Mulberry
Angleton, Texas 77515
ATTN: Bryan Frazier
Email: bryanF@brazoriacountytx.gov
Phone: 979-864-1114

Consultant:

Baker & Lawson, Inc.
4005 Technology Dr. Suite 1530
Angleton, TX 77515
ATTN: Robin Crouch
Email: rcrouch@bakerlawson.com
Phone: 979-849-6681

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

Baker & Lawson, Inc.

a Texas company

By: 
L.M. (Matt) Sebesta, Jr
County Judge
Date: 11/01/2023


By: 
Name: Robin Crouch
Title: Vice President
Date: 10-30-23

EXHIBIT "A"
SCOPE OF WORK, FEE SCHEDULE AND PROJECT SCHEDULE

INSERT PROPOSAL AND SCHEDULE



August 31, 2023

Chad Davenport
Parks Planning & Grants Specialist
313 West Mulberry St.
Angleton, TX 77515

Email: CDavenport@brazoriacountytx.gov

RE: Engineering Services
Hanson Park Wooden Bridge, West Columbia, Texas
Baker & Lawson Proposal No. 15767

Dear Mr. Davenport,

Baker & Lawson, Inc. appreciates the opportunity to quote the professional services needed for the development of the referenced site.

Site Visit & Meetings	\$525.00
Topography Survey	\$1,400.00
Existing Conditions Sheet	\$647.00
Existing Bridge Cross Section	\$883.00
Geotech Report	\$8,600.00
Geotech Access Clearing (if needed)	\$2,000.00
Structural design of Bridge	\$18,000.00
Bid Documents	\$1,050.00
Construction Inspection	\$6,600.00
Submittal to County and WBCDD#11	\$1,050.00
TOTAL	\$40,755.00

Additional requested services not listed in this task/fee table will be under separate proposal and agreement.

Baker & Lawson, Inc. will proceed with the work upon receipt of authorization/purchase order.

We appreciate the opportunity to offer our services and look forward to working with you on this project. Please call with any questions you may have, or if we can be of additional service.

Sincerely,

Robin Crouch
Vice President

DOUGLAS B. ROESLER, P.E. - Principal Engineer
4005 TECHNOLOGY DRIVE, SUITE 1530, ANGLETON, TEXAS 77515
(979) 849-6681 • Fax (979) 849-4689

EXHIBIT “B”
INSURANCE REQUIREMENTS

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers’ Compensation Insurance will not be allowed.
2. Employers’ Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
5. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm  Lindsay Stephens Agent 608 N. Front St. Angleton TX 77515	CONTACT NAME: Lindsay Stephens PHONE (A/C, No, Ext): 979-331-3969 FAX (A/C, No): 979-431-1394 E-MAIL: LINDSAY.STEPHENS.VABBCZ@STATEFARM.COM ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Lloyds INSURER B: State Farm Mutual Automobile Insurance Company INSURER C: State Farm Fire and Casualty Company INSURER D: INSURER E: INSURER F:
INSURED Baker & Lawson Inc 4005 Technology Rd. Ste. 1530 Angleton TX 77515	NAIC # 43419 25178 25143

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		90-BF-L456-4	11/01/2022	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		125 1536-A31-53M	07/31/2023	07/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		90-BE-D825-7	11/01/2022	11/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		90-EV-Q009-3	12/17/2022	12/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Brazoria County
111 E. Locust
Angleton, TX 77515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lindsay D. Stephens

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	CONTACT NAME: Deanna Dyer	
	PHONE (A/C, No, Ext): 713-552-1900	FAX (A/C, No): 713-513-5411
INSURED Baker & Lawson, Inc. 4005 Technology Drive, Suite 1530 Angleton TX 77515	E-MAIL ADDRESS: ddyer@risksspecialtygroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hudson Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
25054		

COVERAGES**CERTIFICATE NUMBER:** 1577398467**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability including "claims made" \$25,000 Deductible		PRB 06 19 117371	9/29/2023	9/29/2024	Per Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**CERTIFICATE HOLDER****CANCELLATION**

Brazoria County
111 E. Locust
Angleton TX 77515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT “C”
COMPLIANCE WITH LAWS

The Consultant agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Consultant shall require that its contractors and subcontractors comply with applicable laws:

- i. The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- ii. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- iv. Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- v. Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- vi. The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- vii. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- viii. The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- ix. The Endangered Species Act, 16 U.S.C. § 1531, et seq.
- x. 23 U.S.C. § 138 [49 U.S.C. § 303]
- xi. The health and safety requirements set forth in 23 C.F.R. § 635.108;
- xii. The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- xiii. The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- xiv. The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and

- xv. The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

AGREED TO AND ACKNOWLEDGED THIS *[date]* October 30, 2023

Baker & Lawson
a Texas company

By: Robin Crouch

Name: Robin Crouch

Title: Vice President

Date: 10/30/23

EXHIBIT “D”
CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 “Certificate of Interested Parties” pursuant to Government Code § 2252.908. Form 1295 must be completed by the Consultant and submitted with the partially executed Professional Services Agreement prior to final execution by Brazoria County. The Consultant shall update this document and resubmit it as needed for the duration of this contract.

The Texas Ethics Commission has posted a video which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at <http://brazoriacountytexas.gov/departments/purchasing/doing-business>.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2023-1088907

Date Filed:
10/30/2023

Date Acknowledged:
10/31/2023

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Baker & Lawson, Inc.
Angleton, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazoria County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Hanson Park - Wooden Bridge
Civil Engineering

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Robin Crouch, and my date of birth is 6-13-64.

My address is 10 Harvest Glen, Angleton, Tx, 77515, usa.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazoria County, State of Texas, on the 30 day of October, 2023.
(month) (year)

Robin Crouch

Signature of authorized agent of contracting business entity
(Declarant)

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Baker + Lawson, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Robin Crouch
Signature of vendor doing business with the governmental entity

10/30/23
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Federal Requirements- Non-Construction

I. Remedies:

“If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

“Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the FEMA or applicable Federal Administrator, Brazoria County, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.”

In accordance with 2 CFR 200.336, during the Agreement’s time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.333, Contractor shall provide to County all records pertinent to the Contract. County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

III. Debarment and Suspension

“Suspension and Debarment

- (1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

IV. Procurement of Recovered Materials & the Solid Waste Disposal Act 2 CFR 200.323:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www3.epa.gov/epawaste/conserve/tools/cpg/index.htm>

The list of EPA-designate items is available at <http://www3.epa.gov/epawaste/conserve/tools/cpg/products/index.htm>

V. DHS Seal

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific preapproval."

VI. Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that federal financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives."

VII. No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

VIII. Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

IX: Termination for Cause and Convenience

Termination with Cause:

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

X: Contract Work hours (Applies to contracts in excess of \$100,000)

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The federal grantor agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

XI: Clean Air Act and Federal Water and Pollution Control Act (Applies to contracts in excess of \$250,000)

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the Federal Grantor Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal Grantor Agency.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees Brazoria County will, in turn, report each violation as required to assure notification to the Federal Grantor Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal Grantor Agency

XII: Byrd Anti-Lobbying (Applies to contracts in excess of \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civic penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

XII. Prohibited Telecommunications and Video Surveillance Services and Equipment 2 CFR 200.216

The undersigned vendor hereby represents and warrants that the equipment, systems, and/or services which it will provide to Brazoria County do not use covered telecommunications equipment or services (as defined in Section 889 John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018)) as a substantial or essential component of any system, or as critical technology of any system.

Additionally, the undersigned vendor hereby represents and warrants that the equipment, systems, and/or services it will provide are not prohibited from being procured using grant funds under section 889 of the FY 2019 NDAA.

XVI. Domestic Preferences for Procurements 2 CFR 200.322

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Contractor, **BAKER & LAWSON, INC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclose, if any.

All requirements contained herein are acknowledged and accepted by vendor:

Robin Crouch

Signature of Contractor's Authorized Official

Robin Crouch, Vice-President

Name and Title of Contractor's Authorized Official

10/30/23

Date

EXHIBIT “F”
CONTRACT AMENDMENTS

INSERT ALL AMENDMENTS TO THIS CONTRACT AS EXHIBIT F-1, F-2, ETC.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.25.

8/27/2024

Renewal of Commercial Liability Insurance Policy for the Historical Museum

Approve the attached "Commercial Liability Insurance" renewal policy from Arthur J. Gallagher & Co., for the Historical Museum for policy period September 7, 2024 to September 7, 2025 with an annual premium of \$891.00.

Further, that the County Judge be authorized to sign the policy, as well as any other necessary documents pertaining to the policy, on behalf of the County.



THANK YOU FOR RENEWING YOUR POLICY WITH US

If you're receiving this renewal through the mail directly from The Hartford, please note that we've only attached new, changed or updated documents. These include your new declarations page, which outlines your coverage, as well as any notices and brochures with updated information. We leave out unchanged documents to help cut down on paperwork and mailing costs. You can keep the attached documents filed alongside those from your previous policy if you wish.

If you're receiving this renewal electronically, or it's been mailed by your agent, it may include all of your documents - even ones that haven't changed.

In either case, keep in mind that you can view, download or print any of these documents online. Just register or log into your account <https://business.thehartford.com> and click on "Documents". For added convenience, you can also pay your bill, request a Certificate of Insurance, check claims status, update preferences and more.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.



IMPORTANT NOTICE TO POLICYHOLDERS

THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

- o A panel of third party incident response service providers
- o Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
- o Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
- o White papers, blogs and webinars from leading privacy and security practitioners
- o Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636**.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

- o The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
- o Registration is required to access the Cyber Center. You may register as many users as necessary.
- o Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.

Spectrum®

Business Owner's Policy





PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.



IMPORTANT NOTICE TO POLICYHOLDER – ASBESTOS HAZARD EXCLUSION- TEXAS

The provisions of the attached policy contain an **Asbestos Hazard Exclusion** that applies to both the Business Liability Coverage Form and Umbrella Policy Provisions. The Asbestos Hazard Exlcusion eliminates coverage for any injury or damage arising out of asbestos.

Please review your policy and contact your agent, broker or representative if you have any questions. Thank you for choosing The Hartford as your insurer.



**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN
RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK
INSURANCE ACT.**

DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium:
\$ \$17.00

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the

United States or to influence the policy or affect the conduct of the United States Government by coercion

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which

would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any pollution, pathogenic, nuclear hazard or war exclusions which may be included on this Policy.

F. All other terms and conditions remain the same



IMPORTANT NOTICE

Need Information, Have a complaint, or need help?

If you need information, have a problem with a claim, or your premium, contact your agent who is listed on the Declarations/Information Page of your policy, or on your binder or certificate of insurance first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal with your agent or The Hartford. If you don't, you may lose your right to appeal.

To get information or file a complaint with The Hartford:

Call: **1-877-853-2582**

Online: <https://www.thehartford.com>

Email: agency.services@thehartford.com

Mail: The Hartford
Business Service Center
3600 Wiseman Blvd.
San Antonio, TX 78251

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance
P.O. Box 12030
Austin, TX 78711-2030

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the insurance policy.

AVISO IMPORTANTE

¿Necesita información, Tiene una queja o necesita ayuda?

Si necesita información, tiene un problema con un reclamo o su prima de seguro, llame primero a su agente quien esta en la lista en la Página de Declaraciones/Información de su póliza, o en su carpeta de seguro o certificado de seguro. Si no puede resolver el problema, el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) puede ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja o apelación ante su agente o The Hartford. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante The Hartford:

Llame a: **1-877-853-2582**

En línea: <https://www.thehartford.com>

Correo electrónico: agency.services@thehartford.com

Dirección postal: The Hartford

Business Service Center

3600 Wiseman Blvd.

San Antonio, TX 78251

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros, conocer sus derechos o para presentar una queja ante el estado:

1-800-252-3439 (LLame con sus preguntas)

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance

P.O. Box 12030

Austin, TX 78711-2030

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solo para información y no se convierte en parte o condición de la póliza de seguro.



IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.

19 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
84 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
BF insurance company of The Hartford Insurance Group shown below.

SBM

INSURER: TWIN CITY FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: 7

Policy Number: 61 SBM BF8419 SC



SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: BRAZORIA COUNTY HISTORICAL
(No., Street, Town, State, Zip Code) MUSEUM
111 E LOCUST ST STE 303
ANGLETON TX 77515

Policy Period: From 09/07/24 To 09/07/25 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: A J GALLAGHER RISK MGMNT SVCS LLC
Code: 615153

Previous Policy Number: 61 SBM BF8419

Named Insured is: ASSOCIATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: NONE

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$891 **DISCOUNT APPLIED:** PAID IN FULL

Countersigned by *Suean L. Castaneda*
Authorized Representative

07/22/24
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 61 SBM BF8419

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 **Building:** 001

100 E CEDAR ST
ANGLETON TX 77515

Description of Business:

Museums

Deductible: NO COVERAGE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST

NO COVERAGE

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST

NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES

NO COVERAGE

OUTSIDE THE PREMISES

NO COVERAGE

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 61 SBM BF8419

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 09072019	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL
COVERAGES

CYBERFLEX COVERAGE
FORM SS 40 26

UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 61 SBM BF8419

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 10 08	SS 00 08 04 05	SS 00 60 09 15
SS 00 64 09 16	SS 10 11 10 15	SS 42 06 03 17	SS 40 23 03 00
SS 40 26 03 17	SS 41 63 06 11	SS 05 47 09 15	SS 05 64 12 10
SS 50 57 04 05	SS 50 94 06 11	IH 12 06 02 21	SS 09 01 12 14
SS 09 67 09 14	SS 09 70 12 14	SS 09 71 12 14	SS 09 82 12 14
IH 99 40 04 09	IH 99 41 04 09	SS 51 33 12 23	SS 83 76 12 20
SS 89 93 07 16			

COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS and COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

Beginning on Page

A. Cancellation	1
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C. Concealment, Misrepresentation Or Fraud	2
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F. Insurance Under Two Or More Coverages	2
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I. Premiums	2
J. Transfer Of Rights Of Recovery Against Others To Us	2
K. Transfer Of Your Rights And Duties Under This Policy	3
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COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.

Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.

- (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for, within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.

(5) Failure to:

- (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owing and have been outstanding for more than one year following the date due, except that this provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
 - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

COMMON POLICY CONDITIONS

C. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount

due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
 - a. Paid to us prior to the anniversary date; and
 - b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us

Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property; or
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

COMMON POLICY CONDITIONS

- a. Someone insured by this insurance;
- b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
- c. Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is

appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

L. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.



Kevin Barnett, Secretary



M. Ross Fisher, President

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or

- (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.**
- 19. "Products-completed operations hazard";**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20. "Property damage" means:**
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**
- 23. "Volunteer worker" means a person who:**
- a. Is not your "employee";

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS LIABILITY COVERAGE FORM AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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- A.** Sub-subparagraphs 1.p. (7), (8), (15) of Paragraph 2., of Section B. **Exclusions** are deleted and replaced with the following:

p. Personal and Advertising Injury:

- (7) (a) Arising out of any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or
- (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (1) Infringement, in your "advertisement", of:
- (a) Copyright;
 - (b) Slogan; or
 - (c) Title of any literary or artistic work; or
- (2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".
- (8) Arising out of an offense committed by an insured whose business is:
- (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or

- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- (15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information. This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

- B.** Subparagraph 1.r. of Section B. **Exclusions** is deleted and replaced with the following:

r. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (a) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;
- (b) Whether the insured may be liable as an employer or in any other capacity; and
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

C. Subparagraph 1.q. "Electronic Data" of Section B. **Exclusions** is deleted and replaced with the following:

q. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

- (1) Damages, other than damages because of "personal and advertising injury", arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

D. Sub-subparagraph 7.b.(1) Other Insurance of Section E. **Liability and Medical Expenses General Conditions** is deleted and replaced with the following:

b. **Excess Insurance**

(1) **Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Wrap Up Insurance or similar coverage for "your work".

E. Subparagraph 17. c. "Personal and Advertising Injury" of Section G, **Liability and Medical Expenses Definitions** is deleted and replaced with the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

F. Subparagraph 17.h. of Section G, **Liability and Medical Expenses Definitions** deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS LIABILITY COVERAGE FORM AMENDATORY ENDORSEMENT- SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

- A. Sub-subparagraph 3.a.(5) of Paragraph 3., Section A. **Coverages** is deleted and replaced with the following:
 - 3. **Coverage Extension - Supplementary Payments:**
 - a. **(5)** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM
COMMON POLICY CONDITIONS
CONDOMINIUM ASSOCIATION COVERAGE
HIRED CAR PHYSICAL DAMAGE
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM**

I. The following provisions modify the COMMON POLICY CONDITIONS.

A. CANCELLATION

1. Condominium Associations

If this policy covers a condominium association and:

- a.** The condominium property contains at least one residence; or
- b.** The condominium declarations conform with the Texas Uniform Condominium Act;

paragraphs **A.2.** and **A.3.** of the **Cancellation** Common Policy Condition are deleted and replaced by the following:

- 2.** We may cancel this policy by mailing or delivering written notice of cancellation, stating the reason for cancellation, at least 30 days before the effective date of cancellation.

The notice of cancellation will be provided to the first Named Insured 30 days before the effective date of cancellation.

We will also provide 30 days written notice to each unit-owner to whom we issued a certificate or memorandum of insurance.

- 3.** We will mail or deliver the notice(s) to the last mailing address(es) known to us.

2. One- And Two-Family Dwellings And Governmental Units

If this policy covers one or two family dwellings or governmental units (as defined under 28 Texas Admin. Code, Sec. 5.7001) then the following applies:

- a.** Paragraph **A.5.** of the **Cancellation** Common Policy Condition is deleted and replaced by the following:

- 5.** If this policy is canceled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.

The refund will be pro rata if:

- a.** We cancel this policy; or
- b.** The first Named Insured cancels this policy because:
 - (1)** We refused to provide additional coverage which the first Named Insured requested under the policy; or
 - (2)** We reduced or restricted coverage under the policy without the consent of the first Named Insured.

The refund may be less than pro rata if the first Named Insured cancels this policy for a reason other than those listed in **b.(1)** and **b.(2)** above.

b. The following provisions are added to the **Cancellation** Common Policy Condition:

- (1) If this policy has been in effect for 90 days or less and is not a renewal of a policy we issued, we may cancel coverage on one- and two-family dwellings and on governmental units for any reason.
- (2) If this policy has been in effect for more than 90 days or is a renewal of a policy we issued, we may cancel coverage on one and two-family dwellings and on governmental units only for the following reasons:
 - (i) If the first Named Insured does not pay the premium or any portion of the premium when due;
 - (ii) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - (iii) If the Named Insured submits a fraudulent claim; or
 - (iv) If there is an increase in the hazard covered by this policy that is within the control of the Named Insured and would produce an increase in the premium rate of this policy.
- (3) If such coverage is canceled, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.
- (4) In compliance with Texas law, we will not cancel such coverage solely because the policyholder is an elected official.

3. All Other Risks

If paragraphs 1. or 2. above does not apply, and this policy includes Business Liability coverage then paragraph **A.2.** of the **Cancellation** Common Policy Condition is deleted and replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation.
- b. If this policy has been in effect for:
 - (1) 60 days or less, we may cancel for any reason, except that, under the provisions of the Texas Insurance Code, we may not cancel this policy because the policyholder is an elected official; or,
 - (2) More than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons, or as permitted by Texas law:
 - (i) Fraud in obtaining coverage;
 - (ii) Failure to pay premiums when due;
 - (iii) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (iv) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (v) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

B. NONRENEWAL

The following is added and supersedes any provision to the contrary:

M. Nonrenewal

1. We may elect not to renew this policy. Under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

3. Condominium Associations

If this policy covers a condominium association and:

- a. The condominium property contains at least one residence; or
- b. The condominium declarations conform with the Texas Uniform Condominium Act;

we will mail or deliver written notice of nonrenewal at least 30 days before the expiration or anniversary date of the policy to the first Named Insured to the last mailing address known to us.

We will also provide 30 days written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to the last mailing address known to us.

If notice is mailed, proof of mailing will be sufficient proof of notice.

4. One- and Two-Family Dwellings and Governmental Units

If we elect not to renew coverage on one-and two-family dwellings or on governmental units (as defined under 28 Texas Admin. Code, Sec. 5.7001), we will mail or deliver written notice of nonrenewal to the first Named Insured and any mortgage holder shown in the Declarations, at least 30 days before the expiration date. Proof of mailing will be sufficient proof of notice.

We will, at the request of the Named Insured, provide a written statement of the reason or reasons for such nonrenewal.

If we fail to give the first Named Insured proper notice of our refusal to renew, the first Named Insured may require us to renew the policy.

- a. We may elect not to renew such coverage for any reason, subject to the exceptions and limitations in Paragraphs **b.** and **c.** below.

- b. We will not refuse to renew coverage because of claims for losses resulting from natural causes.

c. Claims That Do Not Result From Natural Causes

- i. If we have previously notified you as provided in **ii.** below, we may refuse to renew coverage if the Named Insured has filed under this policy, in any three-year period, three or more claims that do not result from natural causes.

- ii. If the Named Insured has filed two such claims in a period of less than three years, we may notify the first Named Insured in writing that, if the Named Insured files a third such claim during the three year period, we may refuse to renew coverage.

- iii. A claim does not include a claim that is filed but is not paid or payable under the policy.

5. All Other Risks

If **3.** or **4.** above does not apply and we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

If notice is mailed, proof of mailing will be sufficient proof of notice.

C. PREMIUMS

Paragraph I.3 of the **Premiums** Condition does not apply.

II. The following provisions modify the **STANDARD** or **SPECIAL PROPERTY COVERAGE FORM**.

A. EXCLUSIONS

Paragraph **B. EXCLUSIONS** is amended as follows:

Paragraph **2.c.(4)** is deleted and replaced by the following:

- (4) Settling, cracking, shrinking, expansion or contraction;

B. PROPERTY LOSS CONDITIONS

Paragraph **E. PROPERTY LOSS CONDITIONS** is amended as follows:

1. Paragraph **E.2. Appraisal** Property Loss Condition is deleted and replaced by the following:

Appraisal

- a. If we and you disagree on the value of the property or the amount of loss (or net income or operating expense, as regards Business Income Coverage), either party may make written demand for an appraisal of the loss.

Each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days after the written demand for an appraisal has been made.

The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, at the request of either you or us, and after the requesting party provides notice of hearing to the non-requesting party by certified mail, selection of the umpire will be made by a judge of a district court in the county where the loss occurred. Each appraiser will state separately the value of the property and amount of loss. If the appraisers submit a written report of agreement to us, the amounts agreed upon will be the value of the property and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

- b. If there is an appraisal:

- (1) You will still retain your right to bring a legal action against us, subject to the provisions of the **Legal Action Against Us Loss Condition**; and
- (2) We will still retain our right to deny the claim.

2. Paragraph **E.3. of the Duties In The Event Of Loss Or Damage** Property Loss Condition is amended as follows:

- a. Paragraph **3.b.** is deleted and replaced by the following:

- b. Give us prompt notice of the loss or damage. Include a description of the property involved. However, with respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, any claim must be filed with us not later than one year after the date of the loss or damage that is the subject of the claim.

However, a claim may be filed after the first anniversary of the date of the loss or damage when good cause is shown by the person filing the claim.

- b. Paragraph **3.h.** is deleted and replaced by the following:

- h. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 91 days after our request. We will supply you with the necessary forms.

3. Paragraph **E.4. Legal Action Against Us** Property Loss Condition is deleted and replaced by the following:

Legal Action Against Us

- a. Except as provided in paragraph **b.**, below, no one may bring legal action against us under this insurance unless:

- (1) There has been full compliance with all of the terms of this policy; and
- (2) The action is brought within 2 years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.

b. With respect to loss or damage in the State of Texas caused by windstorm or hail in the catastrophe area as defined by the Texas Insurance Code, no one may bring a legal action against us under this insurance, unless:

- (1) There has been full compliance with all the terms of this insurance; and
- (2) The action is brought within the earlier of the following:
 - (a) Two years and one day from the date we accept or reject the claim; or
 - (b) Three years and one day from the date of the loss or damage that is the subject of the claim.

4. Paragraph **E.5. Loss Payment** Property Loss Condition is amended as follows:

a. The provisions pertaining to notice of our intentions and the time period for payment of claims are deleted and replaced by the following:

(1) Claims Handling

- (a) Within 15 days after we receive written notice of claim, we will:
 - (i) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
 - (ii) Begin any investigation of the claim; and
 - (iii) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.
- (b) We will notify you in writing as to whether:
 - (i) The claim or part of the claim will be paid;
 - (ii) The claim or part of the claim has been denied, and inform you of the reasons for denial;
 - (iii) More information is necessary; or

(iv) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **b.(i)** through **b.(iv)** above, within:

(v) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or

(vi) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

(2) Claims Payment

We will pay for covered loss or damage within 5 business days after:

(a) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

(3) Catastrophe Claims

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in **a.(1)** and **a.(2)** above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which:

(a) Is declared a disaster pursuant to the Texas Disaster Act of 1975; or

(b) Is determined to be a catastrophe by the State Board of Insurance.

(4) The term "business days" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

b. The following is added :

Liquidated Demand

Per Texas Insurance Code, Section 862.053, a fire insurance policy, in case of total loss by fire of property insured, shall be held and considered to be a liquidated demand against the Company for the full amount of such policy. This subsection shall not apply to personal property.

C. PROPERTY GENERAL CONDITIONS

Paragraph **F. PROPERTY GENERAL CONDITIONS** is amended as follows:

1. Paragraphs **F.2.d.** and **F.2.f.** of the **Mortgage Holders** Property General Conditions are deleted and replaced by the following:

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgage holder will still have the right to receive loss payment if the mortgage holder:

(1) Pays any premium due under this policy at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 91 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this policy will then apply directly to the mortgage holder.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 14 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

If you cancel the policy, we will give the mortgage holder notice of cancellation to be effective on the date stated in the notice. The date of cancellation cannot be before the 10th day after the date we mail the notice.

2. The following provisions apply when the **CONDOMINIUM ASSOCIATION COVERAGE** form is attached to this policy:

a. The following Property General Condition is added

ACT OR OMISSION

No act or omission by any unit-owner will void this policy or be a condition to recovery under this policy. But this Condition does not apply to unit-owners acting within the scope of their authority on behalf of the Association.

b. The following is added to the **Mortgage Holders** Condition:

If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgage holder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the insurance trustee designated for that purpose, in accordance with the **Loss Payment** Condition in the **CONDOMINIUM ASSOCIATION COVERAGE** form.

D. PROPERTY DEFINITIONS

Paragraph **G. PROPERTY DEFINITIONS** is amended as follows:

Paragraph **G. 10. (2)** of the **STANDARD PROPERTY COVERAGE FORM** and Paragraph **12. b. (2)** of the **SPECIAL PROPERTY COVERAGE FORM** are deleted and replaced by the following:

(2) The date when your business is resumed at a new, permanent location. "Period of Restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that;

(a) Regulates the construction, use or repair, or requires the tearing down of any property; or

(b) Regulates the prevention, control, repair, clean up or restoration of environmental damage.

The expiration date of this policy will not cut short the "period of restoration".

III. The following provisions modify the **BUSINESS LIABILITY COVERAGE FORM**.

A. The following is added to paragraph **E.2 Duties In The Event Of Occurrence, Offense, Claim Or Suit** of the Liability And Medical Expenses General Conditions and similar conditions in any liability endorsement attached to this policy:

1. We will notify the first Named Insured in writing of any:

a. Initial offer to settle a claim made or "suit" brought against the insured under the liability section of this policy. The notice will be given within 10 days after the date the offer is made.

b. Any settlement of a claim made or "suit" brought against the insured under the liability section of this policy. The notice will be given within 30 days after the date of the settlement.

2. The following provision applies:

With regard to liability for "bodily injury", "property damage" and "personal and advertising injury", no provision of this policy requiring you or any insured to give notice of "occurrence", claim or "suit" or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this policy, unless we are prejudiced by such failure to comply with the requirement.

IV. The following provision modifies the **CONDOMINIUM ASSOCIATION COVERAGE ENDORSEMENT**.

A. The **Waiver of Rights of Recovery** condition is deleted and replaced by the following:

Waiver of Rights of Recovery

We waive our rights to recover payment against:

1. Any unit-owner described in the Declarations including the developer, and members of his or her household;

2. The Association; and

3. Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer any damages for which he or she may be held liable in his or her capacity as a developer.

V. The following provision modifies the **Hired Car Physical Damage** endorsement.

1. Paragraph **E.1. Appraisal** Additional Condition is deleted and replaced by the following:

Appraisal

a. If we and you disagree on the value of the property or the amount of "loss", either party may make written demand for an appraisal of the "loss".

Each party will select a competent and impartial appraiser and notify the other of the appraiser selected within 20 days after the written demand for an appraisal has been made.

The two appraisers will select an umpire. If they cannot agree upon an umpire within 15 days, then, at the request of either you or us, and after the requesting party provides notice of hearing to the non requesting party by certified mail, selection of the umpire will be made by a judge of a district court in the county where the loss occurred. Each appraiser will state separately the value of the property and amount of "loss". If the appraisers submit a written report of agreement to us, the amounts agreed upon will be the value of the property and the amount of loss. If the appraisers fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

(1) Pay its chosen appraiser; and

(2) Bear the other expenses of the appraisal and umpire equally.

b. If there is an appraisal:

(1) You will still retain your right to bring a legal action against us, subject to the provisions of the **Legal Action Against Us Loss Condition**; and

(2) We will still retain our right to deny the claim.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNMANNED AIRCRAFT - LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

<input type="checkbox"/>	Option 1: If an "X" is shown in this box, Bodily Injury and Property Damage coverage for Unmanned Aircraft applies and the Unmanned Aircraft Exclusion in Paragraph A.1.g.(1) of this endorsement does not apply.
<input type="checkbox"/>	Option 2: If an "X" is shown in this box, Personal And Advertising Injury coverage for Unmanned Aircraft applies and the Unmanned Aircraft - Personal And Advertising Injury Exclusion in Paragraph A.2. of this endorsement does not apply.

Except as otherwise stated in this endorsement or the schedule above, the terms and conditions of the policy apply to the insurance stated below.

A. The following changes are made to Section B.1., EXCLUSIONS:

1. Paragraph **g., Aircraft, Auto or Watercraft**, is deleted and replaced with the following:

g. Aircraft, Auto or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft

owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

Paragraph **g. (2)** does not apply to:

- (a) A watercraft while ashore on premises you own or rent;
- (b) A watercraft you do not own that is:
 - (i) Less than 51 feet long; and
 - (ii) Not being used to carry persons for a charge;
- (c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(e) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Section G Liability and Medical Expenses Definitions, Paragraph 15 f. (2) or f. (3) of the definition of "mobile equipment"; or

(f) An aircraft (other than unmanned aircraft) that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to Section **B. EXCLUSIONS** Paragraph p., **Personal and Advertising Injury**:

Unmanned Aircraft - Personal and Advertising Injury

Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

B. The following changes apply to Section G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:

"Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture

to be controlled directly by a person from within or on the aircraft.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Exclusion **c.** of Section **B. EXCLUSIONS** is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1)** Causing or contributing to the intoxication of any person;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic beverages;
- (2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a)** Requires a license; or
 - (b)** Is for the purpose of financial gain or livelihood; or
- (3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBERFLEX COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies coverage under the Business Liability Coverage Form for your web site or internet related activities.

A. Exclusion 1.p. "Personal and Advertising Injury"
(Section **B. - EXCLUSIONS**) is modified as follows:

1. Paragraphs **(4)**, **(5)** and **(7)** are deleted and replaced by the following:

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement" or on "your web site";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement" or on "your web site";

(7) (a) Arising out of any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you or any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

2. Paragraph **(9)** does not apply.

3. Subparagraphs **(a)**, **(b)** and **(c)** of Paragraph **(12)** do not apply.

B. Section G. - LIABILITY AND MEDICAL EXPENSES DEFINITIONS is amended as follows:

1. Paragraph **b.** of definition 1. "advertisement" is deleted and replaced by:

"Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

b. The Internet;

2. Paragraphs **f.** and **g.** of the definition of "personal and advertising injury" are deleted and replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

f. Copying, in your "advertisement" or on "your web site", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement" or on "your web site"; or

3. The following is added to the definition of "personal and advertising injury":

As used in this definition, oral, written or electronic publication includes publication of material in your care, custody or control by someone not authorized to access or distribute that material.

4. The following definition is added:

"Your web site" means a web page or set of interconnected web pages prepared and maintained by you, or by others on your behalf, for the purposes of promoting your goods or services, that is accessible over a computer network.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - DEFINITION OF INSURED CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Paragraph f. of the definition of "insured contract" in the **Liability And Medical Expenses Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NUCLEAR ENERGY LIABILITY

1. This insurance does not apply:

a. To any injury or damage:

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

(b) The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments or Medical Expenses Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

c. To any injury or damage resulting from the "hazardous properties" of "nuclear material"; if:

(1) The "nuclear material":

(a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(3) The injury or damage arises out of the furnishing by any insured of any "technology services" in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; or

(4) The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility"; but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(4)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this exclusion:

a. "Byproduct material", "source material" and "special nuclear material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

b. "Computer system and network" means:

(1) Leased or owned computer hardware including mobile, networked, and data storage computing equipment;

(2) Owned or licensed software;

(3) Owned websites;

(4) Leased or owned wireless input and output devices; and

(5) Electronic backup facilities and data storage repositories employed in conjunction with items 1 through 4 above.

c. "Hazardous properties" include radioactive, toxic or explosive properties.

d. "Nuclear facility" means:

(1) Any "nuclear reactor";

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing "spent fuel"; or

(c) Handling, processing or packaging "waste";

(3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- e. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".
- f. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- g. Injury or damage and "property damage" include all forms of radioactive contamination of property.
- h. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- i. "Technology services" means:
 - 1. the following services performed for others:
 - a. Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;

- b. Integration of systems;
 - c. Processing of, management of, mining or warehousing of data;
 - d. Administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 - e. Website development; website hosting;
 - f. Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 - g. Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - h. Design and development of: code, software or programming;
 - i. Providing software application: services, rental or leasing;
 - j. Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 - k. "Telecommunication services"; and
 - l. "Telecommunication products".
- 2. web-related software and connectivity services performed for others; and
 - 3. activities on the "named insured's" "computer system and network".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF COVERAGE FOR SPECIAL EVENTS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to:

1. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or athletic exhibition; or
2. "Bodily injury", "property damage" or "personal and advertising injury arising out of:
 - a. The ownership, maintenance, operation, use or entrustment to others of any:
 - (1) Mechanically operated amusement devices;
 - (2) Aircraft and similar devices including but not limited to balloons, parasails, parachutes, hang gliders and ultralights; or
 - (3) Trampoline or gymnastic rebounding device;
 - b. Any fireworks display;
 - c. Any musical concert with more than 250 attendees;
 - d. Animal related activities;
 - e. Auto, motorcycle or boat races or events;
 - f. Biking events;
 - g. Bungee jumping;
 - h. Water related activities;
 - i. Construction activities;
 - j. Demonstrations, strikes, protests or rallies;
 - k. Traffic control, road closures, route lay-out or planning; or
 - l. Provision or arrangement of transportation including any contract to furnish transportation regardless of whether:
 - a. Sponsored, conducted or organized in whole or in part by the insured; or,
 - b. Held on premises owned by the insured or on any other premises.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FUNGI, BACTERIA AND VIRUSES

This endorsement modifies insurance provided under the following:

**BUSINESS LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**

This insurance does not apply to:

- 1.** Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:
 - a.** Fungi, including but not limited to mold, mildew, and yeast;
 - b.** Bacteria;
 - c.** Viruses; or
 - d.** Dust, spores, odors, particulates or byproducts, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in **a.**, **b.**, or **c.** above;from any source whatsoever.
- 2.** Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in **1.a.**, **b.**, **c.** or **d.** above, from any source whatsoever.

However, this exclusion does not apply to "bodily injury" or "property damage" caused by the ingestion of food.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY EXCLUSION - COPYRIGHT MATERIAL

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

- A.** The following provision supercedes any provision to the contrary. Subparagraph **1.p.(7)**, of **SECTION B. – EXCLUSIONS** is replaced by the following:

This insurance does not apply to:

p. Personal And Advertising Injury

"Personal and advertising injury":

- (7) (a)** Arising out of any actual or alleged infringement or violation of any intellectual property right, such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity; or

- (b)** Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (a)** Infringement, in your "advertisement", of:
- (i)** Copyright;
 - (ii)** Slogan; or

- (iii)** Title of any literary or artistic work,

unless the alleged infringing material consists of images, sound recordings, representations, descriptions, samples, or titles of goods or products that are sold, handled, distributed or disposed of by or on behalf of any insured; or

- (b)** Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

- B.** Paragraph **g.** of the definition of "personal and advertising injury" in the **Definitions** Section is replaced by the following:

"Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- g.** Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement", unless the infringing material consists of images, sound recordings, representations, descriptions, samples, or titles of goods or products that are sold, handled, distributed or disposed of by or on behalf of any insured; or



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

**A. The following exclusion is added to Section B.
EXCLUSIONS:**

This insurance does not apply to:

1. Any damages, judgments, settlements, loss, costs or expenses, or any other form of relief, remedy or recovery that may be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind, including, but not limited to, "bodily injury", "property damage" or "personal and advertising injury", which arises out of, or relates in any way to "PFAS", including but not limited to:
 - a. Manufacturing, handling, sale, distribution, marketing, installation, repair, removal, abatement, replacement, or handling of "PFAS" or products containing "PFAS"; or
 - b. An actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "PFAS" whether intentional or unintentional; or
 - c. Consumption, absorption, ingestion, presence, inhalation or use of, contact with or exposure to, "PFAS", whether by direct or passive exposure.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, or other requirement (whether statutory or regulatory) that any insured or others test for, investigate for, monitor, clean up, abate, remove, remediate, contain, treat, detoxify or neutralize, dispose of, or in any way respond to, or assess the effects of "PFAS"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, investigating for, monitoring, cleaning up, abating, removing, remediating, containing, treating, detoxifying or neutralizing, disposing of or in

any way responding to or assessing the effects of "PFAS".

**B. The following definition is added to Section G.
LIABILITY AND MEDICAL EXPENSES
DEFINITIONS:**

1. "PFAS" means:
 - a. Any substance, material, or compound that is or contains per- and polyfluoroalkyl substances, including but not limited to:

perfluorobutanoic	acid	(PFBA),
perfluorohexanoic	acid	(PFHxA),
perfluoroheptanoic	acid	(PFHpA),
perfluorooctanoic	acid	(PFOA),
perfluorononanoic	acid	(PFNA),
perfluorodecanoic acid		(PFDA),
perfluoroundecanoic	acid	(PFUnA),
perfluorododecanoic	acid	(PFDODA),
perfluorobutane	sulfonic acid	(PFBS),
perfluorohexane	sulfonic acid	(PFHxS),
perfluorooctane	sulfonic acid	(PFOS), and
perfluorooctane	sulfonamide	(FOSA).
 - b. Any substance, material, or compound that is identified or acknowledged by any federal, state, international or other governmental agency or authority, including but not limited to the United States Environmental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDC), the Agency for Toxic Substances and Disease Registry (ATSDR), the National Institutes for Health (NIH), and the International Agency for Research on Cancer (IARC):
 - (1) As or to contain a per- and polyfluoroalkyl substance; or
 - (2) To exhibit or demonstrate the same or similar harmful properties as a per- and polyfluoroalkyl substance.

- c. Any constituents, additives, degradation, break down, or by-products to or of any substance, material or compound set forth in subparagraphs a. and b. above, including but not limited to homologues, isomers, salts, esters, alcohols, acids, and precursor chemicals, compounds and derivatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOODS AND SERVICES ENDORSEMENT

We may offer or make "goods or services" available to you through this underwriting company, a non-insurer subsidiary, or unaffiliated third parties as a part of this policy. The "goods or services" are optional and may be provided for a charge, at a discount, on a subsidized basis, or free of charge. In some cases, we may receive a fee from the unaffiliated third parties that provide "goods or services". We do not warrant or guarantee the "goods or services" provided by third parties, and such third parties shall be solely liable and responsible for the "goods or services" they provide. The "goods or services" offered or made available by us may be modified or discontinued at any time.

"Goods or services" means risk mitigation, safety, and/or loss prevention goods, products, services or equipment.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Exclusion **B.** in **SECTION III - EXCLUSIONS** is deleted and replaced by the following:

B. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:

1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;
2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or
3. any "wage and hour violation".

Provided, however, that this Exclusion B. shall not apply to that portion of "loss" that represents:

- a. a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation"; or
- b. "Claims expenses" incurred to defend a "wage and hour violation" referenced in sub-paragraph 3. above subject to a Sub-Limit of Liability of \$ 0010000 that is part of, and not in addition to, the Limits of Liability applicable to this Coverage Part (the Wage and Hour Defense Costs Sub-Limit). Moreover:

1. SECTION VIII.I.2. of this Coverage Part notwithstanding, 100% of the "insured's" "claims expenses" covered pursuant to this sub-paragraph b. shall be allocated to covered "loss" until the Wage and Hour Defense Costs Sub-Limit is exhausted. Once the Wage and Hour Defense Costs Sub-Limit is exhausted, allocation shall continue in accordance with SECTION VIII.I.2.;
2. the Wage and Hour Defense Costs Sub-Limit is available notwithstanding the fact that a "wage and hour violation" is not an "employment practices wrongful act"; and
3. the Wage and Hour Defense Costs Sub-Limit is only available for "claim expenses" incurred to defend a "wage and hour violation" that occurred on or after the "retroactive date" and before the end of the "policy period", regardless of whether any such "claim" for a "wage and hour violation" is made during the "policy period" or the Extended Reporting Period, if applicable.

All other terms and conditions of this Coverage Part remain unchanged.

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

QUICK REFERENCE

**EMPLOYMENT PRACTICES LIABILITY
COVERAGE FORM (CLAIMS MADE)**

READ YOUR POLICY CAREFULLY

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EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

NOTICE: COVERAGE PROVIDED BY THIS COVERAGE PART IS CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE DEDUCTIBLE. PAYMENTS OF CLAIM EXPENSES ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMITS OF LIABILITY. PLEASE READ THE COVERAGE PART CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. UPON TERMINATION OF THIS COVERAGE PART, EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE.

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this Coverage Part the words you and your refer to the "Named Insured" in the Declarations. The words we, us and our refer to the stock insurance company member of THE HARTFORD shown on the Declarations Page.

Words and phrases that appear in quotation marks are defined in **SECTION II - DEFINITIONS** of this Coverage Part.

In consideration of, and subject to, the payment of the premium by you and in reliance upon the accuracy and completeness of the "application", including but not limited to the statements, attachments and exhibits contained in and submitted with the "application", we agree with you, subject to all terms, exclusions and conditions of this Coverage Part, as follows:

SECTION I - INSURING AGREEMENT

Employment Practices Liability

We shall pay "loss" on behalf of the "insureds" resulting from an "employment practices claim" first made against the "Insureds" during the "policy period" or Extended Reporting Period, if applicable, for an "employment practices wrongful act" by the "insureds".

SECTION II - DEFINITIONS

- A. "Application" means the application for this Coverage Part, including any materials or information submitted therewith or made available to us during the underwriting process, which application shall be on file with us. Such "application" shall be deemed a part of this Coverage Part and attached hereto. In addition, "application" includes any warranty, representation or other statement provided to us within the past three years in connection with any policy or coverage part of which this Coverage Part is a renewal or replacement.
- B. "Benefits" means perquisites, fringe benefits, deferred compensation, severance pay and any other form of compensation (other than

salaries, wages, or bonuses as a component of a front or back pay award).

- C. "Claim" means any "employment practices claim".
- D. "Claims expenses" means:
 - 1. reasonable and necessary legal fees and expenses, including, but not limited to, e-discovery expenses, incurred in the defense or appeal of a "claim";
 - 2. "Extradition costs"; or
 - 3. the costs of appeal, attachment or similar bonds, provided that we shall have no obligation to furnish such bonds.

However, "claim expenses" shall not include:

- a. salaries, wages, remuneration, overhead or benefit expenses associated with any "insureds";
- b. any fees, expenses or costs which are incurred by or on behalf of a party which is not a covered "insured"; or
- c. any fees, expenses or costs which were incurred prior to the date on

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

which we received written notice of the "claim" from the "insured".

- E. "Controlled partnership" means a limited partnership in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the limited partnership interest and an "insured entity" is the sole general partner.
- F. "Damages" means the amounts, other than "claim expenses", that the "insureds" are legally liable to pay solely as a result of a "claim" covered by this Coverage Part, including:
1. compensatory damages, including front pay and back pay;
 2. settlement amounts;
 3. pre- and post-judgment interest;
 4. costs awarded pursuant to judgments;
 5. punitive and exemplary damages;
 6. the multiple portion of any multiplied damage award; or
 7. liquidated damages under the Age Discrimination in Employment Act and the Family and Medical Leave Act.

However, "damages" shall not include:

- a. taxes, fines or penalties imposed by law;
 - b. non-monetary relief;
 - c. "Benefits";
 - d. future compensation for any person hired, promoted, or reinstated pursuant to a judgment, settlement, order or other resolution of a "claim";
 - e. "Stock benefits";
 - f. costs associated with providing any accommodations required by the Americans with Disabilities Act or any similar law; or
 - g. any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.
- G. "Debtor in possession" means a "debtor in possession" as such term is defined in Chapter 11 of the United States Bankruptcy Code as well as any equivalent status under any similar law.

H. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or any domestic partner relationship arrangement recognized outside of the United States and under the Human Resource policy of the "insured entity".

I. "Employee" means any natural person who was, is or shall become a(n):

1. employee of an "insured entity" including any part time, seasonal, temporary, leased, or loaned employee; or
2. volunteer or intern with an "insured entity".

J. "Employee data privacy wrongful act" means:

1. the failure to prevent any unauthorized access to or use of data containing "Private Employment Information" of any "Employee" or applicant for employment with the "Insured Entity" including any such failure that directly results in a violation with respect to the privacy of such "Employee's" or applicant's medical information under the Health Insurance Portability and Accountability Act (HIPAA) or credit information under the Fair Credit Reporting Act (FCRA); or
2. the failure to notify any "employee" or applicant for employment with the "insured entity" of any actual or potential unauthorized access to or use of "private employment information" of any "employee" or applicant for employment with the "insured entity", if such notice was required by state or federal regulation or statute.

K. "Employment practices claim" means any:

1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand, including, without limitation, a written demand for employment reinstatement;
2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
3. formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document;

by or on behalf of an "employee", an applicant for employment with an "insured entity", or an "independent contractor".

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

"Employment practices claim" also means the receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief that is the result of an audit conducted by the United States Office of Federal Contract Compliance Programs.

"Employment practices claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "Employment practices claim" as described above. Such "claim" shall be commenced by the receipt of such request.

However, "employment practices claim" shall not include any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

L. "Employment practices wrongful act" means:

1. wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
2. sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
3. employment discrimination, including discrimination based upon age, gender, race, color, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law;
4. "Retaliation";
5. breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement; or
6. violation of the Family and Medical Leave Act.

"Employment practices wrongful act" also means the following, but only when alleged in addition to or as part of any "employment practices wrongful act" described above:

- a. employment-related wrongful infliction of mental anguish or emotional distress;

- b. failure to create, provide for or enforce adequate or consistent employment-related policies and procedures;
- c. negligent retention, supervision, hiring or training;
- d. employment-related invasion of privacy, defamation, or misrepresentation; or
- e. an "employee data privacy wrongful act".

M. "ERISA" means the Employee Retirement Income Security Act of 1974.

N. "Extradition costs" means reasonable and necessary fees and expenses directly resulting from a "claim" in which an "insured person" lawfully opposes, challenges, resists or defends against any request for the extradition of such "insured person" from his or her current country of employ and domicile to any other country for trial or otherwise to answer any criminal accusation, including the appeal of any order or other grant of extradition of such "insured person".

O. "Financial insolvency" means the status of an "insured entity" as a result of:

1. the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such "insured entity"; or
2. such "insured entity" becoming a "debtor in possession".

P. "Independent contractor" means any natural person working in the capacity of an independent contractor pursuant to an "independent contractor agreement".

Q. "Independent contractor agreement" means any express contract or agreement between an "independent contractor" and an "insured entity" specifying the terms of the "insured entity's" engagement of such "independent contractor".

R. "Insured entity" means:

1. the "named insured"; or
2. any "subsidiary".

"Insured entity" shall include any such entity as a "debtor in possession".

"Insured entity" shall also include any such entity in its capacity as a general partner of a "controlled partnership".

S. "Insured person" means any:

1. "Employee";
2. "Manager"; or

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

3. regarding the Employment Practices Liability Insuring Agreement, an "independent contractor" provided that within 30 days of an "employment practices claim" having been made against such "independent contractor" that the "insured entity" agrees in writing to indemnify such "independent contractor" for any "loss" arising out of such "claim".
- T. "Insureds" means any:
1. "Insured entity"; or
 2. "Insured person".
- U. "Interrelated wrongful acts" means "wrongful acts" that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes.
- V. "Loss" means "claim expenses" and "damages".
- W. "Manager" means any natural person who was, is or shall become a(n):
1. duly elected or appointed director, advisory director, board observer, advisory board member, officer, member of the board of managers or management committee member of an "insured entity";
 2. "Employee" in his/her capacity as legal counsel to an "insured entity"; or
 3. executive of an "insured entity" created outside the United States to the extent that such executive holds a position equivalent to those described in 1. or 2. above.
- X. "Named insured" means the individuals, partnerships or corporations designated in the Declarations.
- Y. "Notice manager" means the natural persons in the offices of the chief executive officer, chief financial officer, general counsel, risk manager, human resources manager or any equivalent position to the foregoing, of an "Insured Entity".
- Z. "Policy period" means the period from the Effective Date to the Expiration Date set forth in the Declarations or any earlier cancellation date.
- AA. "Private employment information" means any information regarding an "employee" or applicant for employment with the "insured entity", which is collected or stored by an "insured" for the purposes of establishing, maintaining or terminating an employment relationship.
- BB. "Retaliation" means adverse treatment of an "employee" or "independent contractor" based upon such person:
1. exercising any rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, "ERISA", or the Americans with Disabilities Act;
 2. refusing to violate any law;
 3. assisting, testifying, or cooperating with a proceeding or investigation regarding alleged violations of law by any "insured";
 4. disclosing or threatening to disclose alleged violations of law to a superior or to any governmental agency; or
 5. filing any *whistle blower* claim against any "insured" under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar law.
- CC. "Stock benefits" means any offering, plan or agreement between an "insured entity" and any "employee" that grants stock, stock options or stock appreciation rights in the "insured entity" to such person, including, without limitation, restricted stock or any other stock grant. "Stock benefits" shall not include employee stock ownership plans or employee stock purchase plans.
- DD. "Subsidiary" means any:
1. corporation in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
 2. limited liability company in which and so long as the "named insured" owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managing members;
 3. a "controlled partnership"; or
 4. corporation operated as a joint venture in which and so long as the "named insured" owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the "named insured" solely controls the management and operation of such corporation; or
 5. foundation, charitable trust or political action committee in which and so long as such entity or organization is controlled by the "named insured" or any "subsidiary" as defined in 1. through 4. above.

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EE. "Wage and hour violation" means any actual or alleged violation of the duties and responsibilities that are imposed upon an "insured" by any federal, state or local law or regulation anywhere in the world, including but not limited to the Fair Labor Standards Act or any similar law (except the Equal Pay Act), which govern wage, hour and payroll practices. Such practices include but are not limited to:

1. the calculation and payment of wages, overtime wages, minimum wages and prevailing wage rates;
2. the calculation and payments of benefits;
3. the classification of any person or organization for wage and hour purposes;
4. reimbursing business expenses;
5. the use of child labor; or
6. garnishments, withholdings and other deductions from wages.

FF. "Wrongful act" means any actual or alleged "employment practices wrongful act".

SECTION III - EXCLUSIONS

A. We shall not pay "Loss":

1. for bodily injury, sickness, disease, death, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of "loss" that directly results from mental anguish or emotional distress when alleged in connection with an otherwise covered "employment practices wrongful act";
2. for any actual or alleged "wrongful act" by "insured persons" of any "subsidiary" in their capacities as such, or by any "subsidiary", if such "wrongful act" actually or allegedly occurred when such entity was not a "subsidiary";
3. in connection with any "claim" based upon, arising from, or in any way related to any:
 - a. prior or pending demand, suit, or proceeding against any "insured" as of, or
 - b. audit initiated by the United States Office of Federal Contract Compliance Programs before,the effective date of the first Employment Practices Liability Coverage Part issued and continuously renewed by us, or the same or substantially similar fact, circumstance, or situation underlying or alleged in such demand, suit, proceeding, or audit;

4. in connection with any "claim" based upon, arising from, or in any way related to any fact, circumstance, or situation that, before the Effective Date in the Declarations, was the subject of any notice given under any other employment practices liability policy, management liability policy or other insurance policy which insures "wrongful acts" covered under this Coverage Part;
5. in connection with any "claim" based upon, arising from, or in any way related to the liability of others assumed by an "insured" under any contract or agreement; provided, however, this exclusion shall not apply to liability that would have been incurred in the absence of such contract or agreement;
6. for breach of any "independent contractor agreement"; or
7. for a lockout, strike, picket line, hiring of replacement workers or similar action in connection with any labor dispute, labor negotiation or collective bargaining agreement.

B. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:

1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;
2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or
3. any "wage and hour Violation"

Provided, however, that this exclusion **B.** shall not apply to that portion of "loss" that represents a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation".

C. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to liability incurred for breach of any oral, written, or implied employment contract; provided, however, that this exclusion shall not apply to liability that would have been incurred in the absence of such contract nor shall it apply to the portion of "loss" representing "claim expenses" incurred to defend against such liability.

SECTION IV - DISCOVERY CLAUSE

If, during the "policy period", the "insureds" become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim", and, if written notice of such "wrongful act" is given to us during the "policy period", including the reasons for anticipating such a "claim", the nature and date of the "wrongful act", the identity of the "insureds" allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the "insureds" first became aware of the "wrongful act", then any "claim" subsequently arising from such "wrongful act" shall be deemed to be a "claim" first made during the "policy period" on the date that we receive the above notice.

SECTION V - EXTENDED REPORTING PERIOD

Subject to provisions **A.** through **G.** below, if this Coverage Part is canceled or non-renewed other than for non-payment of premium, you shall have the right to purchase an extended period to report "claims" under this Coverage Part for any "claim" first made during the period of time set forth in the Supplemental Extended Reporting Period Endorsement, and following the effective date of such cancellation or nonrenewal and reported in writing during such period or within sixty (60) days thereafter, but only with respect to any "wrongful act" which takes place prior to the effective date of such cancellation or nonrenewal.

- A.** The Extended Reporting Period shall be effective only upon the payment of an additional premium. The additional premium will be 200% of the annual advance premium for this coverage. At the commencement of the Extended Reporting Period, the entire premium thereof shall be deemed fully earned and non-refundable.
- B.** The quotation of a different premium or deductible or limit of liability for renewal is not a cancellation or refusal to renew for the purposes of this provision.
- C.** You shall have no right to purchase the Extended Reporting Period, unless you have satisfied all conditions of the Coverage Part and all premiums and deductibles outstanding have been paid.
- D.** Your right to purchase the Extended Reporting Period shall terminate unless written notice together with full payment of the premium for the Extended Reporting Period is given to us no later than sixty (60) days following the effective date of cancellation or nonrenewal.
- E.** The fact that the period of time to report "claims" is extended by virtue of the Extended Reporting Period shall not increase or reinstate the Limit of Liability stated in the Declarations.

- F.** Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "wrongful acts" that occur before the end of the "policy period".

"Claims" for such injury which are first received within sixty (60) days after the "policy period", or during the Extended Reporting Period if in effect, will be deemed to have been made on the last date of the "policy period".

- G.** Once in effect, Extended Reporting Periods may not be canceled by us.

SECTION VI - COVERAGE TERRITORY

Coverage under this Coverage Part applies worldwide, provided that the "claim" is made and any legal action is pursued within the United States, its territories, possessions or commonwealths, or Canada.

SECTION VII - LIMITS OF LIABILITY AND DEDUCTIBLE

- A.** The maximum we will pay for each "claim" under this Coverage Part is the Each Claim Limit of Liability stated in the Declarations, subject to the Annual Aggregate Limit of Liability stated in the Declarations.

The maximum we will pay for all "claims" under this Coverage Part is the Annual Aggregate Limit of Liability stated in the Declarations, regardless of the number of "claims".

If the applicable Limit of Liability for this Coverage Part is exhausted, the premium for this Coverage Part shall be deemed fully earned. "Claim expenses" shall be part of, and not in addition to, the Limits of Liability. Payment of "claim expenses" by us shall reduce each Limit of Liability.

- B.** We shall pay "loss" in excess of the Deductible applicable to each "claim" as specified on the Declarations.
- C.** All Deductibles shall be borne by the "insureds" at their own risk; they shall not be insured.
- D.** The Deductible shall apply to "claim expenses" covered hereunder. If, any "claim expenses" are incurred by us prior to the "insured's" complete payment of the Deductible, then the "insureds" shall reimburse us therefor upon our request.
- E.** No Deductible shall apply to "loss" incurred by any "insured person" that an "insured entity" is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of "financial insolvency".

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- F. If an "insured entity" is permitted or required by common or statutory law to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, and does not do so other than because of "financial insolvency", then such "insured entity" and the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the Deductible that would have applied if such indemnification had been made.
- G. If a "subsidiary" is unable to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, because of "financial insolvency", then the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the applicable Deductible that would have applied if such indemnification had been made.

The Limit of Liability for this Coverage Part applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Liability.

SECTION VIII - DUTIES IN THE EVENT OF CLAIM; DEFENSE AND SETTLEMENT

- A. We shall have the right and duty to defend "claims" covered under this Coverage Part, even if such "claim" is groundless, false or fraudulent, provided that:
1. the "insureds" give notice to us in accordance with the applicable notice provisions; and
 2. such "claim" does not involve allegations, in whole or in part, of a "wage and hour violation".

For any "claim" involving allegations, in whole or in part, of a "wage and hour violation", it shall be the duty of the "insureds", and not our duty, to defend such "claim".

- B. If we have the duty to defend a "claim", our duty to defend such "claim" shall cease upon exhaustion of any applicable Limit of Liability.
- C. The "insureds" shall not admit or assume any liability, make any settlement offer or enter into any settlement agreement, stipulate to any judgment, or incur any "claim expenses" regarding any "claim" without our prior written consent, such consent not to be unreasonably withheld. We shall not be liable for any

admission, assumption, settlement offer or agreement, stipulation, or "claim expenses" to which we have not consented.

- D. We shall have the right to associate ourself in the defense and settlement of any "claim" that appears reasonably likely to involve this Coverage Part. We may make any investigation we deem appropriate in connection with any "claim". We may, with the written consent of the "insureds", settle any "claim" for a monetary amount that we deem reasonable.
- E. The "insureds" shall give to us all information and cooperation as we may reasonably request. However, if we are, in our sole discretion, able to determine coverage for cooperating "insureds", the failure of one "insured person" to cooperate with us shall not impact coverage provided to cooperating "insureds".
- F. With respect to a covered "claim" for which we do not have the duty to defend, we shall advance "claim expenses" in accordance with Section VIII I. that we believe to be covered under this Coverage Part until a different allocation is negotiated, arbitrated or judicially determined.

G. Required Notice to Us

As a condition precedent to coverage under this Coverage Part, the "insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

1. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or
2. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;

provided, however, that if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

However, with regard to any "employment practices claim" which is brought as a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document, as a condition precedent to coverage under this Coverage Part the

"insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

3. if this Coverage Part is renewed, no more than 180 days after a "notice manager" becomes aware of such "claim"; or
4. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or
5. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;

provided, if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

H. Subrogation

1. We shall be subrogated to all of the "insureds'" rights of recovery regarding any payment of "loss" by us under this Coverage Part. The "insureds" shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable us to effectively bring suit in the name of the "insureds". The "insureds" shall do nothing to prejudice our position or any potential or actual rights of recovery.
2. We shall not exercise our rights of subrogation against an "insured person" under this Coverage Part unless such "insured person" has:
 - a. obtained any personal profit, remuneration or advantage to which such "insured person" was not legally entitled, or
 - b. committed a criminal or deliberately fraudulent act or omission or any willful violation of law,

if a judgment or other final adjudication establishes such personal profit, remuneration, advantage, act, omission, or violation.

I. Allocation

Where "insureds" who are afforded coverage for a "claim" incur an amount consisting of both "loss" that is covered by this Coverage Part and also loss that is not covered by this Coverage Part, because such "claim" includes both covered and uncovered matters, then coverage shall apply as follows:

1. with respect to a covered "claim" for which we have the duty to defend:
 - a. 100% of the "insured's" "claim expenses" shall be allocated to covered "loss"; and
 - b. All other "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.
2. with respect to a covered "claim" for which we do not have the duty to defend, all "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.

SECTION IX - CONDITIONS

A. Coverage Part Priority; Headings

If any provision in this Coverage Part is inconsistent or in conflict with the terms and conditions of any provisions in this Policy, the terms and conditions of this Coverage Part shall control only for purposes of determining coverage hereunder. The headings of the various sections of this Coverage Part are intended for reference only and shall not be part of the terms and conditions of coverage.

B. Notice Addresses

1. All notices to the "insureds" shall be sent to the first "named insured" at the address specified in the Declarations.
2. All notices to us shall be sent to the address specified in the Declarations. Any such notice shall be effective upon receipt by us at such address.

C. Spousal/Domestic Partner Liability Coverage

Coverage shall apply to the lawful spouse or "domestic partner" of an "insured person" for a "claim" made against such spouse or "domestic partner", provided that:

1. such "claim" arises solely out of:
 - a. such person's status as the spouse or "domestic partner" of an "insured person"; or
 - b. such spouse or "domestic partner's" ownership of property sought as recovery for a "wrongful act";
2. the "insured person" is named in such "claim" together with the spouse or "domestic partner"; and
3. coverage of the spouse or "domestic partner" shall be on the same terms and conditions, including any applicable

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Deductible, that applies to coverage of the "insured person" for such "claim".

No coverage shall apply to any "claim" for a "wrongful act" of such spouse or "domestic partner".

D. Estates and Legal Representatives

In the event of the death, incapacity or bankruptcy of an "insured person", any "claim" made against the estate, heirs, legal representatives or assigns of such "insured person" for a "wrongful act" of such "insured person" shall be deemed to be a "claim" made against such "insured person". No coverage shall apply to any "claim" for a "wrongful act" of such estate, heirs, legal representatives or assigns.

E. Minimum Standards

In the event that there is an inconsistency between:

1. the terms and conditions that are required to meet minimum standards of a state's law (pursuant to a state amendatory endorsement attached to this Coverage Part), and
2. any other term or condition of this Coverage Part,

it is understood and agreed that, where permitted by law, we shall apply those terms and conditions of 1. or 2. above that are more favorable to the "insured".

F. Other Insurance

1. The coverage provided under this Coverage Part for any "employment practices claim" shall be primary.
2. Notwithstanding the above, the coverage provided under this Coverage Part for any "employment practices claim" made against a temporary, leased or loaned "employee" or an "independent contractor" shall be excess of the amount of any deductible, retention and limits of liability under any other policy or policies applicable to such "claim", whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy Number.

G. Interrelationship of Claims

All "claims" based upon, arising from or in any way related to the same "wrongful act" or "interrelated wrongful acts" shall be deemed to be a single "claim" for all purposes under this Coverage Part first made on the earliest date that:

1. any of such "claims" was first made, regardless of whether such date is before or during the "policy period";
2. notice of any "wrongful act" described above was given to us under this Coverage Part pursuant to Sections IV or VIII; or
3. notice of any "wrongful act" described above was given under any prior insurance policy.

H. Deductible Waiver

Regarding a "claim" that is a class action civil proceeding, no Deductible shall apply to "claim expenses" incurred in connection with such "claim", and we shall reimburse the "insureds" for any covered "claim expenses" paid by the "insureds" within the Deductible otherwise applicable to such "claim", if a:

1. final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment; or
2. complete and final settlement with prejudice;

establishes that none of the "insureds" in such "claim" are liable for any "loss".

I. Application

1. The "insureds" represent that the Declarations and statements contained in the "application" are true, accurate and complete. This Coverage Part is issued in reliance upon the "application".
2. If the "application" contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by us no coverage shall be afforded under this Coverage Part for any "insureds" who knew on the Effective Date of this Coverage Part of the facts that were so misrepresented, provided that:
 - a. knowledge possessed by any "insured person" shall not be imputed to any other "insured person"; and
 - b. knowledge possessed by any of your chief executive officer, general counsel, chief financial officer, human resources director or any position equivalent to the foregoing of the "named insured", or anyone signing the "application", shall be imputed to all "insured entities". No other person's knowledge shall be imputed to an "insured entity".

J. Changes in Exposure

1. Acquisitions or Created Subsidiaries

If, before or during the "policy period", any "insured entity" acquires or creates a "subsidiary", then such acquired or created entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part, but only for "wrongful acts" occurring after such acquisition or creation. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such acquisition or creation, or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any such acquired or created entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such acquisition or creation, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the acquisition or creation as soon as practicable (but, in all cases, within ninety (90) days of such acquisition or creation). There shall be no coverage under any renewal or replacement of this Coverage Part for any such new "subsidiary" and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

2. Mergers

If, before or during the "policy period", any "insured entity" merges with another entity such that the "insured entity" is the surviving entity, then such merged entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part, but only for "wrongful acts" occurring after such merger. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such merger or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any newly merged entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such merger,

then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the merger as soon as practicable (but, in all cases, within ninety (90) days of such merger). There shall be no coverage under any renewal or replacement of this Coverage Part for any newly merged entity or any of its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

3. Takeover of Named Insured

If, before or during the "policy period":

- a. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity; or
- b. more than 50% of the securities representing the right to vote for the "named insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Coverage Part, but only for "wrongful acts" occurring before any such transaction. No coverage shall be available for any "wrongful act" occurring after such transaction. Upon such transaction, this Coverage Part shall not be cancelled and the entire premium for this Coverage Part shall be deemed fully earned. The "insured" shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then we will not be obligated to offer any renewal or replacement of this Coverage Part.

4. Loss of Subsidiary Status

If, before or during the "policy period", any entity ceases to be a "subsidiary", then coverage shall be available under this Coverage Part for such "subsidiary" and its "insured persons", but only for a "wrongful act" of such "insureds" occurring before such transaction. No coverage shall be available for any "wrongful act" of such "insureds" occurring after such transaction.

K. References To Laws

- 1. Wherever this Coverage Part mentions any law, including, without limitation, any statute, Act or Code of the United States,

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.

2. Wherever this Coverage Part mentions any law or laws, including, without limitation, any statute, Act or Code of the United States, and such mention is followed by the phrase "or any similar law", such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

L. Action Against Us

1. No action shall be taken against us unless there shall have been full compliance with all the terms and conditions of this Coverage Part.
2. No person or organization shall have any right under this Coverage Part to join us as a party to any "claim" against the "insureds" nor shall we be impleaded by the "insureds" in any such "claim".

M. Entire Agreement

This Coverage Part, the "application" and any written endorsements attached hereto, along with the Declarations constitute the entire agreement between you and us relating to this Coverage Part's insurance.

N. Bankruptcy or Insolvency

Bankruptcy or insolvency of any "insureds" shall not relieve us of any of our obligations under this Coverage Part.

O. Authorization of First Named Insured

The first "named insured" shall act on behalf of all "Insureds" with respect to all matters under this Coverage Part, including, without limitation, giving and receiving of notices regarding "claims", cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Coverage Part.

P. When We Do Not Renew

1. If we decide not to renew this Coverage Part, we will mail or deliver to the first "named insured" shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. Any state amendatory endorsement changing Nonrenewal Conditions for any part of this policy shall also apply to this Coverage Part.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

THIRD PARTY LIABILITY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- I. SECTION I - INSURING AGREEMENT** of this Coverage Part is amended to include the following:

Third Party Liability

We shall pay "loss" on behalf of the "insureds" resulting from a "third party claim" first made against the "insureds" during the "policy period" or the Extended Reporting Period, if applicable, for a "third party wrongful act" by the "insureds."

- II. SECTION II - DEFINITIONS** of this Coverage Part is amended in the following manner:

- A.** The definition of "claim" is amended to include the following:

"Claim" also means any "third party claim."

- B.** The definition of "wrongful act" is amended to include the following:

"Wrongful act" also means any actual or alleged "third party wrongful act".

- C.** The following definitions are added:

"Third party" means any natural person who is a customer, vendor, service provider or other business invitee of an "insured entity". "Third party" shall not include "employees".

"Third party claim" means any:

1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand;
2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or

3. formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

by or on behalf of a "third party".

"Third party claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "third party claim" as described above. Such "claim" shall be commenced by the receipt of such request.

"Third party wrongful act" means:

1. discrimination against a "third party" based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state or local law; or
2. sexual harassment or other harassment of a "third party", including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature.

- III. The following exclusion is added to SECTION III - EXCLUSIONS:**

We shall not pay "loss" in connection with any "third party claim" based upon, arising from or in any way related to any price discrimination or violation of any anti-trust law or any similar law designed to protect competition or prevent unfair trade practices.

All other terms and conditions of this Coverage Part remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

RETROACTIVE DATE ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- I. SECTION I - INSURING AGREEMENT** of this Coverage Part is amended to include the following:

This Coverage Part applies only to "claims" for "wrongful acts" that occurred on or after the "retroactive date" set forth in the Declarations and before the end of the "policy period", regardless of whether such "claim" is made during the "policy period" or the Extended Reporting Period, if applicable.

- II.** The following definition is added to **SECTION II - DEFINITIONS** of this Coverage Part:

"Retroactive date" means the date specified in the Declarations. If no date is specified, the "retroactive date" will be the same as the Effective Date of this Coverage Part.

All other terms and conditions of this Coverage Part remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS AMENDATORY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- I. SECTION IX. CONDITIONS**, paragraph **J. Changes in Exposure**, subparagraph **3. Takeover of Named Insured** is deleted and replaced with the following:

3. Takeover of Named Insured

If, before or during the "policy period:

- a.** the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity; or
- b.** more than 50% of the securities representing the right to vote for the "named insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Coverage Part, but only for "wrongful acts" occurring before any such transaction. No coverage shall be available for any "wrongful act" occurring after such transaction. Upon such transaction, this Coverage Part shall not be cancelled. The "insured" shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then we will not be obligated to offer any renewal or replacement of this Coverage Part.

All other terms and conditions remain unchanged.



U.S. DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.



Named Insured: BRAZORIA COUNTY HISTORICAL

Policy Number: 61 SBM BF8419

Effective Date: 09/07/24

Expiration Date: 09/07/25

Company Name: TWIN CITY FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.26.

8/27/2024

Renew RFP #22-83 Monitoring of County Fire Alarm Systems

Approval to renew, with an 11.11% increase, "RFP #22-83 Monitoring of County Fire Alarm Systems" with Summit Fire & Security LLC of Pasadena, TX (acquired A-1 Fire Equipment Co.) for a third (3rd) year of a five (5) year contract, per the terms and conditions of the current contract which is set to expire on September 21, 2024.

Further, the price increase is due to increases for commercial insurance, which per the Producer Price Index (PPI), is up by 17.7%. The requested increase falls below that percentage.

The renewal period shall be September 22, 2024 to September 21, 2025.

PURCHASING DEPARTMENT

Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515
(979) 864-1825



**SUSAN P. SERRANO, CPPB, C.T.P.M.,
C.T.C.M.**
Purchasing Director

July 22, 2024

Summit Fire & Security, LLC
Attn: Crystal Flores
3202 Main Street
La Marque, TX 77568
CFlores1@summitfiresecurity.com

Re: Intent to Renew for RFP# 22-83 Monitoring of County Fire Alarm System

Dear Ms. Flores:

The current term of RFP# 22-83 Monitoring of County Fire Alarm System expires on September 21, 2024, with an option to renew for another year upon approval by Commissioners' Court.

To assist the Purchasing Department in making a recommendation to Commissioners' Court to renew the current contract or to advertise for a new invitation to bid, please check one of the four (4) options shown in the letter.

If you agree to a renewal for RFP# 22-83 Monitoring of County Fire Alarm System at reduced or current pricing, please sign as indicated at the bottom of this letter. Please include any price reductions on a separate sheet or on the attached contract sheet.

In the event you selected to renew with increased pricing for **monthly monitoring costs** (service costs have already been locked in), please include the price increases along with the percentage increase and the following increase justifications, as indicated in the "Price Increase" section of the contract:

- Letter from company stating the overall reasons for the increase(s)
- Increase letters from your suppliers
- Additional supporting documentation from the Consumer Price Index (CPI) and Producer Price Index (PPI)


The Purchasing Department will review your documentation and determine if we are able to recommend a renewal with a price increase or contract re-bid.

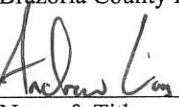
In the event that no changes are marked, or you fail to return this letter, Brazoria County shall assume that there are no pricing changes and a recommendation for renewal will be sent to Commissioners' Court with the current pricing.

Please return this letter, along with any price or product revisions, to **Amanda Erickson at aerickson@brazoriacountytexas.gov by August 16th, 2024.**

As always, your interest in Brazoria County is appreciated.

Very truly yours,


Susan P. Serrano, CPPB, CTPM, CTCM
Brazoria County Purchasing Director


Name & Title
Date 8/21/24

<input type="checkbox"/>	APPROVED for renewal with reduced pricing (include pricing)
<input type="checkbox"/>	APPROVED for renewal with current pricing
<input checked="" type="checkbox"/>	APPROVED for renewal with increased pricing (include pricing)
<input type="checkbox"/>	I do not wish to renew the current referenced contract(s)

Building Name	First Year Installation Cost of Monitoring	Monitoring Cost Monthly	Yearly Total	Service Cost 2 through 5 Yearly Total
County Courthouse	\$600.00	\$50.00	\$600.00	\$600.00
Museum	\$600.00	\$50.00	\$600.00	\$600.00
JP Building	\$600.00	\$50.00	\$600.00	\$600.00
PCT.4 Commissioner/ JP 4 Building	\$600.00	\$50.00	\$600.00	\$600.00
West Service Center - Road and Bridge	\$600.00	\$50.00	\$600.00	\$600.00
Airport	\$600.00	\$50.00	\$600.00	\$600.00
Maintenance Building A	\$600.00	\$50.00	\$600.00	\$600.00
Maintenance Building B	\$600.00	\$50.00	\$600.00	\$600.00
East Annex	\$600.00	\$50.00	\$600.00	\$600.00
Employee Health Clinic	\$600.00	\$50.00	\$600.00	\$600.00
Emergency Operations Center	\$600.00	\$50.00	\$600.00	\$600.00
Manvel JP4 Building	\$600.00	\$50.00	\$600.00	\$600.00
Fire Marshal's Office	\$600.00	\$50.00	\$600.00	\$600.00
Jvenile Detention Facility	\$600.00	\$50.00	\$600.00	\$600.00
Juvenile Residential Facility	\$600.00	\$50.00	\$600.00	\$600.00
Library Central	\$600.00	\$50.00	\$600.00	\$600.00
JP 1-1 Lake Jackson Annex	\$600.00	\$50.00	\$600.00	\$600.00
TOTALS	\$10,200.00	\$850.00	\$10,200.00	\$10,200.00

Fire Marshal Monitoring	Cost
Hardware	300 Year
Software	300 Year

**RFP #22-83 MONITORING OF COUNTY FIRE ALARM SYSTEMS
ATTACHMENT A BID TABLE**

Building Name	First Year Installation Cost of Monitoring Equipment	Monitoring Cost Monthly	Yearly Total	Service Cost Years 2 through 5 Yearly Total
County Courthouse	\$474.00	\$45.00	\$540.00	\$540.00
Museum	\$474.00	\$45.00	\$540.00	\$540.00
JP Building	\$474.00	\$45.00	\$540.00	\$540.00
Pct. 4 Commissioner/JP4 Building	\$474.00	\$45.00	\$540.00	\$540.00
West Service Center – Road and Bridge	\$474.00	\$45.00	\$540.00	\$540.00
Airport	\$474.00	\$45.00	\$540.00	\$540.00
Maintenance Building A	\$474.00	\$45.00	\$540.00	\$540.00
Maintenance Building B	\$474.00	\$45.00	\$540.00	\$540.00
East Annex	\$474.00	\$45.00	\$540.00	\$540.00
Employee Health Clinic/JJAEP	\$474.00	\$45.00	\$540.00	\$540.00
Health Clinic	\$474.00	\$45.00	\$540.00	\$540.00
Emergency Operations Center	\$474.00	\$45.00	\$540.00	\$540.00
Manvel JP4 Building	\$474.00	\$45.00	\$540.00	\$540.00
Fire Marshal's Office	\$474.00	\$45.00	\$540.00	\$540.00

Building Name	First Year Installation Cost of Monitoring Equipment	Monitoring Cost Monthly	Yearly Total	Service Cost Years 2 through 5 Yearly Total
Juvenile Detention Facility	\$474.00	\$45.00	\$540.00	\$540.00
Juvenile Residential Facility	\$474.00	\$45.00	\$540.00	\$540.00
Library Central	\$474.00	\$45.00	\$540.00	\$540.00
JP 1-1 Lake Jackson Annex	\$474.00	\$45.00	\$540.00	\$540.00
TOTALS	\$8,532.00	\$810.00	\$9,720.00	\$9,720.00

ADDITIONAL ALTERNATE ITEMS IF AVAILABLE

Monitoring Station at Fire Marshal		Cost
Hardware		\$0.00
Software		\$210.00



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.27.

8/27/2024

Change Order for Camp Mohawk Restroom Project

Approve a change order, in the amount of \$7,500, to CXT Incorporated of Hillsboro, TX, in order to pay an invoice for specialized equipment used in the installation of the restroom facility.

In addition, the change order will utilize the department's approved capital budget funds.



CXT Incorporated
901 N Highway 77
Hillsboro, TX 76645

Page 1 of 1
05/08/2024 11:54:20

Invoice

Bill-To-Party Brazoria County Brazoria County Auditor 111 E. Locus, Room 30 Angleton TX 77515	Ship-To-Party Brazoria County Camp Mohawk 110 CR 193 Alvin TX 77511
Remit-To Remitting by check: CXT Incorporated PO BOX 676208 DALLAS TX 75267-6208 Remitting by ACH or Wire Transfer: Beneficiary: CXT Incorporated Beneficiary Bank:PNC Bank, NA Pittsburgh, PA Account: 1077766885 ABA / Routing: 043000096	Information Invoice No. 90079732 Invoice Date 05/08/2024 Delivery No. 80159907 Sales Order No. 438766 Customer PO No. 0002304773 Customer 1006216 Customer Name Brazoria County Term of Payment Net 30 Incoterm DAP Delivered at Place

Item	Material/Description	Quantity	Unit Price	Value
110	BLD_SITE_SERVICES Specialized Equipment	1 EA	7,500.00	7,500.00
Total Before Tax				7,500.00
Total Amount (USD)				7,500.00

L.B. Foster Standard Terms and Conditions apply to this transaction and are available on our website at:
http://www.lbfoster.com/Index_Corp_Business_Units-1.asp



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.28.

8/27/2024

Disposal of Surplus Fire Extinguishers from the Fire Marshal's Office

Approve Fire Marshal's Office to scrap over 160 fire extinguishers which have been collected over the years. Extinguishers are either damaged, at the end of life, used, and/or are not in Fire Code Compliance and cannot be recharged.

BRAZORIA COUNTY DISPOSAL OF COUNTY PROPERTY

Date: 7-31-24Department: Fire Marshall _____ Dept #: 34200 Fund: _____**TYPE OF ASSET:**

Track Asset (\$2,000-\$4,999) _____

General Property _____

Capital Asset (\$5,000+) _____

TYPE OF TRANSACTION:

Disposal via Auction _____

Disposal via Trash _____

Disposal via Sale (non-Auction) _____

Non-Profit _____

Entity Name _____

Disposal via Scrap X

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 _____

Comments: _____

Completed By: Kathy Lambright _____ Date: 8/5/24Department Head _____ Date: 8/21/2024
Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
+/- 160 Portable Fire Ext.				end-of-life and not in Fire Code Compliance

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

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.29.

8/27/2024

Donation to the City of Brazoria Police Department

Approve the donation of a surplus 2014 Ford F-150 from the Sheriff's Office to the City of Brazoria Police Department as per the attached form.

BRAZORIA COUNTY DISPOSAL OF COUNTY PROPERTY

Date: 8/19/24

Department: Sheriff's Office Dept #: 30000 Fund: _____

TYPE OF ASSET:

Track Asset (\$2,000-\$4,999) ☐

Capital Asset (\$5,000+) ☐

General Property ☐

TYPE OF TRANSACTION:

Disposal via Auction ☐

Disposal via Sale (non-Auction) ☐

Disposal via Donation ☒

Non-Profit _____

Entity Name _____

Dollar Amount _____

Disposal via Trade-In ☐

Vendor _____

Dollar Amount _____

Disposal via Scrap ☐

Scrap Yard _____

GRANT: (complete if Grant purchased item. Attach all Grant paperwork)

Grant Name _____

Grant approval to dispose

Yes ☐

No ☐

Comments: _____

Completed By: _____

Date: _____

Department Head _____

Signature

Date: _____

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2014 Ford F-150 White	1FTW1CFOEKD62534	1106		Used

SEND ORIGINAL TO PURCHASING
RETAIN A COPY FOR YOUR RECORDS



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.30.

8/27/2024

Job Order Contract for San Luis Pass County Park - Deck Replacement

Approve the use of GoMESA funds for Choice Partners cooperative contract number HCDE/CP 24/018MR-03 job order contract for the "San Luis Pass County Park - Deck Replacement" project with Construction Masters of Houston of Pearland, Texas in the amount of \$289,601.82.

In addition, approve Gerald Hendrick as designated to make certification, pursuant to Texas Government Code section 791.011 (j)(2), that the "Camp Mohawk Ranger House Remodel" project does not require the preparation of plans or specifications required under chapters 1001 and 1051 of the Texas Occupational Code for architects and engineers.

Further, that the County Judge be authorized to sign any and documents necessary to execute said agreements on behalf of the County.

AFFIDAVIT OF GERALD HENDRICK

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

Before me, the undersigned notary, on this day, personally appeared, Gerald Hendrick, a person whose identity is known to me. After I administered an oath to him, upon his oath, he said,

1. “My name is Gerald Hendrick. I am of sound mind, over the age of 18 and capable of making this affidavit. I have personal knowledge of the facts stated in this affidavit, and they are true and correct.

2. I am an employee of the Brazoria County Building Maintenance Department. The Brazoria County Commissioners Court has designated me make a certification pursuant to Texas Government Code Section 791.011(j).

3. This project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051, Occupations Code.”

FURTHER AFFIANT SAYETH NOT.

Gerald Hendrick

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 2024.

Notary Public in and for the
State of Texas

8/8/2024

Brazoria County Parks
313 West Mulberry St
Angleton, Texas 77515
Attn: Chad Davenport
Deputy Director
cdavenport@brazoriacountytx.gov
979-864-1119

Re: San Luis Pass – Deck Replacement
Choice Partners ID: 24/018MR-03.

As requested, Construction Masters of Houston is pleased to submit this JOC Proposal, inclusive of attachments, for your consideration. All work associated with the Proposal is to be in accordance with HCDE/CP contract. 24/018MR-03.

Our quote is based on the Houston city cost index from the RS Means Unit Price Bulletin. The amount shown in the Extended Total column already reflects the Houston labor rates.

Lower Main Deck

Extended Total Including Overhead and Profit from RS Means	\$	139,190.31
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(16,702.84)
Project Price Subtotal	\$	122,487.47
Performance and Payment Bonds (Pass-thru cost)	\$	3,062.19
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	125,549.66

Scope of Work: Lower Main Deck

- Demo all wood deck boards, joists, beams, railing, steps, risers, lattice, 4x8 posts, joist hangers and bolts/nuts/washers.
- All existing large pilings remain.
- Supply/Install all new ground contact pressure treated wood deck boards, joists, beams, railing, steps, risers, 4x8 posts, lattice, hot dipped galvanized bolts, nuts, washers, and joist hangers.
- All nails/screws to be stainless steel.
- Deck to be built to exact layout as it exists now.



Upper Main Deck

Extended Total Including Overhead and Profit from RS Means	\$	120,614.19
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(14,473.70)
Project Price Subtotal	\$	106,140.49
Performance and Payment Bonds (Pass-thru cost)	\$	2,653.51
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	108,794.00

Scope of Work: Upper Main Deck

- Demo all wood deck boards, joists, beams, railing, steps, risers, lattice, 4x8 posts, joist hangers and bolts/nuts/washers.
- All existing large pilings remain.
- Supply/Install all new ground contact pressure treated wood deck boards, joists, beams, railing, steps, risers, 4x8 posts, lattice, hot dipped galvanized bolts, nuts, washers, and joist hangers.
- All nails/screws to be stainless steel.
- Deck to be built to exact layout as it exists now.
- Existing trellis to remain.

ADA Ramp

Extended Total Including Overhead and Profit from RS Means	\$	61,865.38
Total of Non Pre-priced Line Items		
Construction Masters Standard Coefficient (88%)	\$	(7,423.85)
Project Price Subtotal	\$	54,441.53
Payment Bonds (Pass-thru cost)	\$	816.62
Permitting (Pass-thru cost)		
Total Job Order Contract Price	\$	55,258.16

Scope of Work: ADA Ramp

- Demo all wood deck boards, joists, beams, railing, steps, risers, lattice, 4x8 posts, joist hangers and bolts/nuts/washers.
- All existing large pilings remain.
- Supply/Install all new ground contact pressure treated wood deck boards, joists, beams, railing, steps, risers, 4x8 posts, lattice, hot dipped galvanized bolts, nuts, washers, and joist hangers.
- All nails/screws to be stainless steel.
- Ramp to be built to exact layout as it exists now.
- **Includes: Labor, materials, equipment, supervision, dumpster, haul off, disposal and final clean.**
-
- **Excludes: permits, drawings, 3rd party inspections and any work not specifically listed.**
-
- Normal Working Hours of M-F 8:00 – 5:00

Attached: Unit Detail Report

Thank You for the Opportunity,
Ed Cudworth



www.cmhou.com

Cost Estimate Report

Brazoria County

Date: 08/08/2024

Freeport, TX
14001 CR 257

SLP Lower Main Deck

Year 2024 Quarter 2
Unit Detail Report

Prepared By: Justin Davis Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	42.00	Day	\$2,009.38	\$84,393.96
013113200260	Field personnel, superintendent, average	2.00	Week	\$3,725.00	\$7,450.00
Division 01	General Requirements Subtotal				\$91,843.96
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	4.00	Week	\$850.00	\$3,400.00
Division 02	Existing Conditions Subtotal				\$3,400.00
Division 05 Metals					
050505100060	Selective metals demolition, structural bolts/nuts, up to 3/4" diameter, unbolt & remove, excl shoring, bracing, cutting, loading, hauling, dumping	160.00	Ea.	\$2.86	\$457.60
050523102700	Bolt, hex head, plain steel, 3/4" dia x 12" L, A307, incl nut & washer	160.00	Ea.	\$16.99	\$2,718.40
050523102700	Bolt, hex head, incl nut & washer, for galvanized, add	1.00	Ea.	\$6.31	\$1,009.20
Division 05	Metals Subtotal				\$4,185.20
Division 06 Wood, Plastics and Composites					
060505102970	Selective demolition, wood framing, beams, 2" x 12"	1,200.00	L.F.	\$1.36	\$1,632.00
060505103360	Selective demolition, wood framing, deck or porch decking	3,985.00	L.F.	\$0.45	\$1,793.25
060505104280	Selective demolition, wood framing, joists, 2" x 12"	3,200.00	L.F.	\$0.85	\$2,720.00
060505105405	Selective demolition, wood framing, posts, 4" x 6"	200.00	L.F.	\$1.36	\$272.00

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
060523501500	Wood screws, steel, #12 x 3"	10.00	C	\$27.03	\$270.30
061110280120	Porch or deck framing, treated lumber, posts or columns, 4" x 8"	240.00	L.F.	\$11.79	\$2,829.60
061110280350	Porch or deck framing, treated lumber, joists, 2" x 12"	4,300.00	L.F.	\$3.57	\$15,351.00
061110280420	Porch or deck framing, treated lumber, decking, 2" x 6"	3,650.00	S.F.	\$3.94	\$14,381.00
061110280530	Porch or deck framing, treated lumber, lattice panel, 4' x 8' x 1/2"	256.00	S.F.	\$2.00	\$512.00
Division 06	Wood, Plastics and Composites Subtotal				\$39,761.15
Subtotal					\$139,190.31
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$139,190.31
General Conditions				0.00%	\$0.00
Subtotal					\$139,190.31
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$139,190.31

Cost Estimate Report

Brazoria County

Date: 08/08/2024

Freeport, TX
14001 CR 257

SLP Upper Main Deck

Year 2024 Quarter 2
Unit Detail Report

Prepared By: Justin Davis Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	39.00	Day	\$2,009.38	\$78,365.82
013113200260	Field personnel, superintendent, average	1.50	Week	\$3,725.00	\$5,587.50
Division 01	General Requirements Subtotal				\$83,953.32
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	4.00	Week	\$850.00	\$3,400.00
Division 02	Existing Conditions Subtotal				\$3,400.00
Division 05 Metals					
050505100060	Selective metals demolition, structural bolts/nuts, up to 3/4" diameter, unbolt & remove, excl shoring, bracing, cutting, loading, hauling, dumping	120.00	Ea.	\$2.86	\$343.20
050523102700	Bolt, hex head, plain steel, 3/4" dia x 12" L, A307, incl nut & washer	120.00	Ea.	\$16.99	\$2,038.80
050523102700	Bolt, hex head, incl nut & washer, for galvanized, add	1.00	Ea.	\$6.31	\$756.90
Division 05	Metals Subtotal				\$3,138.90
Division 06 Wood, Plastics and Composites					
060505102970	Selective demolition, wood framing, beams, 2" x 12"	900.00	L.F.	\$1.36	\$1,224.00
060505103360	Selective demolition, wood framing, deck or porch decking	2,071.00	L.F.	\$0.45	\$931.95
060505104280	Selective demolition, wood framing, joists, 2" x 12"	2,080.00	L.F.	\$0.85	\$1,768.00
060505105405	Selective demolition, wood framing, posts, 4" x 6"	192.00	L.F.	\$1.36	\$261.12

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
060523501500	Wood screws, steel, #12 x 3"	10.00	C	\$27.03	\$270.30
061110280120	Porch or deck framing, treated lumber, posts or columns, 4" x 8"	240.00	L.F.	\$11.79	\$2,829.60
061110280350	Porch or deck framing, treated lumber, joists, 2" x 12"	3,500.00	L.F.	\$3.57	\$12,495.00
061110280420	Porch or deck framing, treated lumber, decking, 2" x 6"	2,300.00	S.F.	\$3.94	\$9,062.00
061110280530	Porch or deck framing, treated lumber, lattice panel, 4' x 8' x 1/2"	640.00	S.F.	\$2.00	\$1,280.00
Division 06	Wood, Plastics and Composites Subtotal				\$30,121.97
Subtotal					\$120,614.19
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$120,614.19
General Conditions				0.00%	\$0.00
Subtotal					\$120,614.19
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$120,614.19

Cost Estimate Report

Brazoria County

Date: 08/08/2024

Freeport, TX

14001 CR 257

SLP ADA Ramp

Year 2024 Quarter 2

Unit Detail Report

Prepared By: Justin Davis Construction Masters of Houston

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200160	Field personnel, general purpose laborer, average	21.00	Day	\$2,009.38	\$42,196.98
013113200260	Field personnel, superintendent, average	1.00	Week	\$3,725.00	\$3,725.00
Division 01	General Requirements Subtotal				\$45,921.98
Division 02 Existing Conditions					
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	2.00	Week	\$850.00	\$1,700.00
Division 02	Existing Conditions Subtotal				\$1,700.00
Division 05 Metals					
050505100060	Selective metals demolition, structural bolts/nuts, up to 3/4" diameter, unbolt & remove, excl shoring, bracing, cutting, loading, hauling, dumping	65.00	Ea.	\$2.86	\$185.90
050523102700	Bolt, hex head, plain steel, 3/4" dia x 12" L, A307, incl nut & washer	65.00	Ea.	\$16.99	\$1,104.35
050523102700	Bolt, hex head, incl nut & washer, for galvanized, add	1.00	Ea.	\$6.31	\$409.99
Division 05	Metals Subtotal				\$1,700.24
Division 06 Wood, Plastics and Composites					
060505102970	Selective demolition, wood framing, beams, 2" x 12"	320.00	L.F.	\$1.36	\$435.20
060505103360	Selective demolition, wood framing, deck or porch decking	511.00	L.F.	\$0.45	\$229.95
060505104280	Selective demolition, wood framing, joists, 2" x 12"	1,280.00	L.F.	\$0.85	\$1,088.00
060505105405	Selective demolition, wood framing, posts, 4" x 6"	192.00	L.F.	\$1.36	\$261.12

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
060523501500	Wood screws, steel, #12 x 3"	7.00	C	\$27.03	\$189.21
061110280120	Porch or deck framing, treated lumber, posts or columns, 4" x 8"	192.00	L.F.	\$11.79	\$2,263.68
061110280350	Porch or deck framing, treated lumber, joists, 2" x 12"	1,600.00	L.F.	\$3.57	\$5,712.00
061110280420	Porch or deck framing, treated lumber, decking, 2" x 6"	600.00	S.F.	\$3.94	\$2,364.00
Division 06	Wood, Plastics and Composites Subtotal				\$12,543.16
Subtotal					\$61,865.38
General Contractor's Markup on Subs				0.00%	\$0.00
Subtotal					\$61,865.38
General Conditions				0.00%	\$0.00
Subtotal					\$61,865.38
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$61,865.38



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.31.

8/27/2024

Advertise Request for Proposals for Employee Health Clinic

Approval to advertise Request for Proposal for "Employee Health Clinic" which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the procurement will utilize approved County funds from Fiscal Year 2024.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Commissioner Ryan Cade, Commissioner Precinct 2
Commissioner David Linder, Commissioner Precinct 4
Holly Fox, Human Resources Director
Melissa Henken, Assistant Human Resources Director
Kaysie Stewart, County Auditor
Kristin Bulanek, Tax Assessor
Lizeth Sitta, Chief Administrator, Commissioner Precinct 3
Madison Polston, Public Affairs, Sheriff's Office
Purchasing Department designee (non-voting member)



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.32.

8/27/2024

Amend Court Order H.54 Dated August 13, 2024 Renew RFP #20-17 Employee Health Benefits

Approval to amend Court Order H.54. "Renew RFP #20-17 Employee Health Benefits" dated August 13, 2024, to include an increase in an Administrative Services Fees: No Surprises Act-Fees charged by Aetna, per the attached.

This increases the fee from \$50.00, in the current year, to \$90.00 effective November 1st, 2024 (FY25).



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.54.

8/13/2024

Renew RFP #20-17 Employee Health Benefits

Approval to renew "RFP #20-17 Employee Health Benefits" with Aetna Life Insurance Company of Hartford, Connecticut, per the terms and conditions of the current contract which is set to expire on September 30, 2024.

The monthly premiums, per employee, will increase effective October 1, 2024 per the attached renewal proposal documents from Aetna Life Insurance for medical, dental and pharmacy coverage per the attached renewal proposal documents submitted by the County's Employee Benefit Consultant, HUB International.

The renewal term shall be October 1, 2024 to September 30, 2025.



An Aetna Renewal
Presented to

Brazoria County

Annual Renewal Rating: October 01, 2024 through September 30, 2025
Plan Sponsor Numbers: 838904

Wayne Parker
Account Executive - SLS
14955 Heathrow Forest Pkwy
Houston, TX 77032
Phone: 281-637-5024
Email: ParkerAW@aetna.com

Brian Donohue
Ld Dir, Underwriting
151 Farmington Avenue
Hartford, CT 06156
Phone: 860-273-6820
Email: DonohueB@aetna.com

April 17, 2024

Brazoria County
Holly Fox
237 E. Locust, Suite 203
Angleton, TX 77515

Dear Holly Fox:

Thank you for allowing us to serve your health insurance and health benefit needs during the past year.

This package provides information to help you develop the future benefits program for Brazoria County. As we approach the anniversary of our relationship in the journey to better health, we are pleased to present you with your medical renewal for the October 01, 2024 through September 30, 2025 contract period.

It's important to understand the full financial picture of your benefit plan. Therefore, the enclosed package provides the following important information about the cost of your current program and the value we bring to you and your company.

- **Self-Funded Medical Plans**

Your medical fees will increase by 3.0 percent.

- **Programs and Services**

This section provides a summary of programs and services included in your plan of benefits.

- **Caveats**

Our renewal offer is contingent upon the parameters outlined here. It is important to note that deviations from these assumptions may result in additional charges and/or adjustments on our Medical quotations. Please review this section thoroughly.

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your Renewal Package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetnacom/legal-notice/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-01-01-2024.pdf>

Your renewal package remains in effect until September 30, 2025.

If there are no changes that impact the conditions of this renewal as outlined in our Caveats section, the fees will remain in effect through September 30, 2025. This renewal package is considered an amendment to your existing Agreement. Continuance of your benefit plan and payment of fees constitutes your acceptance of this renewal. If you'd like to make any plan changes or if you have any questions, please contact me by September 01, 2024 at 281-637-5024. It's been a pleasure working with you and I look forward to our continued relationship.

Sincerely,

Wayne Parker
Account Executive - SLS

Brian Donohue
Ld Dir, Underwriting

Each insurer has sole financial responsibility for its own products.

Health benefits and health insurance plans contain limitations and exclusions.

Why Aetna?

Effective Date: October 01, 2024

We're more than products and programs. **We offer a health care experience that's more caring, more** connected and closer to home. With a holistic approach we join members on their personal health journey, removing barriers along the way. And we work proactively to help every member achieve their goals and stay on a path to better health.

Because you have unique needs we offer customized, tailored solutions. And we have a plan to take care of each of your employees, helping to increase engagement, improve outcomes and boost productivity.

We know health care can be overwhelming. So we work together with you to help make each member of your team a stronger individual. Stronger individuals lead to a stronger workforce. And when you have a stronger workforce, you can achieve stronger results.

You can learn more about Aetna here:

<https://www.aetna.com/about-us.html>

"Aetna" is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies.

The Aetna companies include:

Aetna Health Inc., Aetna Health of California Inc., Aetna Health of the Carolinas Inc., Aetna Health of Washington Inc., Aetna Health Insurance Company of Connecticut, Aetna Health Insurance Company of New York, Corporate Health Insurance Company; Aetna Life Insurance Company; Aetna Dental Inc.; and/or Aetna Dental of California Inc.; Aetna Health of Utah Inc.

Certain dental plans are available only for groups of a certain size in accordance with underwriting guidelines. Managed care plans may not cover all health care expenses. Contracts should be read carefully to determine which health care services are covered. While this material is believed to be accurate as of the print date, it is subject to change. For more specific information about the coverage details, including limitations, exclusions, and other plan requirements, please contact an Aetna representative.

Aetna has various programs for compensating producers (agents, brokers and consultants). If you would like information regarding compensation programs for which your producer is eligible, payments (if any) which Aetna has made to your producer, or other material relationships your producer may have with Aetna, you may contact your producer or your Aetna account representative. Information regarding Aetna's program compensating producers is also available at:

www.aetna.com

The information contained in this proposal is confidential and should not be shared with anyone other than your broker or benefit plan consultant.

Brazoria County

Contact Information/Assumptions

Account Manager: Wayne Parker
Email: ParkerAW@aetna.com
Telephone: 281-637-5024

SIC Code: 8322
Mem/EE Ratio: 1.81

Administrative Service Fees **Effective Date: October 01, 2024**

End Date: September 30, 2025

Medical Fees as Billed (PEPM)*	Estimated Enrollment	Current	Proposed	% Charge
Open Access Aetna Select	594	\$39.05	\$40.22	3.0%
AHF Open Access Aetna Select	854	\$42.19	\$43.46	3.0%
Plan Year Service Fees	1,448	\$710,712	\$732,066	

*Clarifications

- PEPM is defined as Per Employee Per Month
- Please see Programs and Services for additional information. Some services may come at additional cost to the fees shown above.
- Medical Pharmacy rebates are being used for the administration of the program and help to lower PEPM medical fees.
- Broker Compensation, if applicable, is subject to customer approval.
- Any Plan Year costs are based on the Estimated Enrollment and subject to change based on actual enrollment.

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2024

Program Summary	Open Access Aetna Select	AHF Open Access Aetna Select
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Programs & Services Included in the Service Fee

Mature Base Service Fee	\$40.22	\$43.46
General Administration		
Experienced Account Management Team	Included	Included
Designated billing, eligibility, plan set up, underwriting	Included	Included
Onsite Open Enrollment Meeting Preparation	Included	Included
Open Enrollment Marketing Material (non-customized)	Included	Included
ID Cards*	Included	Included
Summary of Benefits and Coverage (SBC)	Included	Included
Claim Fiduciary Option 4	Included	Included
External Review	Included	Included
Non-ERISA	Included	Included
Network Services		
Institutes of Quality® (IOQ) Broad Network	Included	Included
Network access	Included	Included
Care Management		
Aetna Compassionate Care™	Included	Included
Aetna In Touch Care™ Premier	Included	Included
Utilization Management (Inpatient Precertification, Concurrent Review, Discharge)	Included	Included
Member Resources		
Member Website and Mobile Experience	Included	Included
Wellness		
24-Hour Nurse Line: 1-800# Only	Included	Included
Aetna Health Your Way™ Health Assessment and Digital Support	Included	Included
Aetna Health Your Way™ Plus (includes MedQuery and Personal Health Record)	Included	Included
Allowances		
Communication Allowance	Included	Included
Wellness Allowance	Included	Included
Audit Allowance	Included	Included
Reporting and Integration		
Analytic Consultation from Plan Sponsor Insights (50 Hours)	Included	Included
Universal File Feed Outbound (12 total reports)	Included	Included
Monthly 3rd Party Stop Loss Vendor Reports (12 total reports)	Included	Included
Behavioral Health		
Managed Behavioral Health	Included	Included
Behavioral Health Condition Management Program - Standard	Included	Included
AbleTo Network - member cost share may apply	Included	Included
Total Fees	\$40.22	\$43.46

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2024

Program Summary	Open Access Aetna Select	AHF Open Access Aetna Select
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Programs & Services Included in the Claim Wire*

No Surprises Act - Fees*		
No Surprises Act (NSA) claim administration fee (per NSA eligible claim) Effective 11/1/24 (Fee will be \$50 October 1-31 2024)	\$90	\$90
No Surprises Act (NSA) Independent Dispute Resolution (IDR) initial fee (per arbitration case)	Applicable fees are as set by law and passed through to the plan	Applicable fees are as set by law and passed through to the plan
No Surprises Act (NSA) Independent Dispute Resolution (IDR) arbitration expenses (per arbitration case)	Applicable fees are as set by law and passed through to the plan	Applicable fees are as set by law and passed through to the plan

Network Services		
Subrogation*	37.5% of savings	37.5% of savings
Contracted Services* (Coordination of Benefits, Retro Terminations, Medical Bill and Hospital Bill Audits, Workers Compensation, DRG and Implant Audits)	37.5% of savings	37.5% of savings
Claim and Code Review Program*	30% of savings	30% of savings
National Advantage™ Program – includes Facility Charge Review and Itemized Bill Review*	We will retain 40% of savings	We will retain 40% of savings

Care Management		
Transform Oncology (per engaged member, per month)*	\$79	\$79

Wellness		
Aetna Back and Joint Care™ (per engaged member, per year)*	\$995	\$995

*Additional Program Details

Claim Wire Billing, ID Cards, Subrogation, Contracted Services, Claim and Code Review

Details can be found in our UW Disclosure document located at the following URL:

<https://www.aetna.com/content/dam/aetna/pdfs/aetna.com/legal-notices/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-01-01-2024.pdf>

Claim and Code Review Program

This financial proposal includes enhancements that have been made to our claim and code review programs. Some of these capabilities were previously a component of our base fees, but this proposal assumes they will now instead be part of our standard shared savings arrangement.

No Surprises Act - Fees

Refer to the NSA Payment Practices in our Caveats for information on our payment practices for NSA eligible claims.

No Surprises Act - IDR Fees

IDR fees are required by the NSA rules and are payable to the IDR entity. There is an initial fee to begin an arbitration, which applies to each case. There is also an additional fee for the arbitration expenses; the losing party within the dispute is liable for this fee. For batch cases, the NSA permits IDR entities to charge a different arbitration fee based on a set fee range and/or percentage of the batch fee. The fees are passed through (with no mark up by Aetna) to a customer based on the number of line items for their plan that were included in the batch case. The current NSA fees are set by federal agencies. Both the initial fee and the arbitration expense fee are subject to future adjustments by the agencies (and any such adjustments shall be applied to your plan).

Brazoria County

Programs and Services – Self-Funded

Effective Date: October 01, 2024

Program Summary	Open Access Aetna Select	AHF Open Access Aetna Select
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Aetna Back and Joint Care™

Includes Aetna predictive analytics and care management coordination and digital MSK therapy programs from Hinge Health. For any single engaged member, the maximum fee per year is \$995, regardless of how many programs the member has engaged in.

For Chronic Care - The fee associated with an enrolled member in the Chronic program and their Cohort will be paid in accordance with the 3 milestones for member engagement and pain reduction noted below. "Cohort" means all enrolled members under your plan who sign up for the program within any given month.

Milestone Payments

Milestone 1: A member enrolls in the program, receives the kit, and completes at least 1 exercise therapy session with a Hinge Health coach.

Milestone 2: Cohort completes at least 4 exercise therapy sessions within the first 30 days of enrolling in the program and such Cohort achieves at least a 20 percent reduction in pain.

Milestone 3: Cohort completes at least 8 exercise therapy sessions within the first 60 days of enrolling in the program and such Cohort achieves at least a 30 percent reduction in pain.

With respect to each member enrolled in the program, the Milestone 1 payment of \$331 is due once the member achieves Milestone 1; the Milestone 2 payment of \$332 is due when the member's Cohort achieves Milestone 2; and the Milestone 3 payment of \$332 is due when such Cohort achieves Milestone 3. If the applicable Cohort does not achieve Milestone 2 or Milestone 3 then payment for such Milestone is not due.

For Acute Care - The fee associated with an enrolled member in the Acute program is \$250 per year. This fee is not subject to Milestone payments.

For Prevention - There is no fee associated with enrolled members in the Prevention Program.

Institutes of Quality® (IOQ) Narrow Network

This buy-up option provides flexibility to tier benefits, offering different levels of co-insurance and shifting out of pocket costs to the member when IOQs are not utilized thus encouraging use of IOQs. Members will have a higher benefit when selecting care at a facility designated as an IOQ. It is this benefit differential enhancement for which we will apply a charge. Does not apply to Aetna Whole Health or Joint Ventures (including those offered as part of APCN Plus.)

National Advantage™ Program (including the Contracted Rates, Facility Charge Review and Itemized Bill Review Components)

NAP includes a Contracted Rates component and two optional components: Facility Charge Review (FCR) and Itemized Bill Review (IBR). In addition, some plans also elect Data iSight (DiS) as their out-of-network plan rate for professional services. NAP's Contracted Rates component offers access to contracted rates for many medical claims from non-network providers (including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers) and ad hoc negotiations (when a contracted rate is not available). We retain a percentage of savings achieved through NAP, including savings achieved through FCR, IBR, and DiS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

Transform Oncology

Engagement begins upon the second two-way call with a Personal Navigator, regardless of timeframe. After one month without a two-way call with a Personal Navigator a member is no longer considered engaged. Reengagement occurs after the first two-way call with a Personal Navigator for a member that was previously engaged. The minimum duration for engagement-based billing is 2 months.

Brazoria County

National Advantage™ Program (NAP)

Effective Date: October 01, 2024

Program Type	NAP
NAP retained savings Charged through the claim wire. Not included in the billed Administrative Fees.	40%
Facility Charge Review (FCR) Charged through the claim wire. Not included in billed Administrative Fees.	Standard
Itemized Bill Review (IBR) Charged through the claim wire. Not included in billed Administrative Fee.	Included
Maximum PEPM NAP fee*	\$3.75
Plan Rate for Facility Services For plans that cover voluntary out-of-network services	Facility Charge Review
Plan Rate for Professional Services For plans that cover voluntary out-of-network services	80th percentile of FAIR Health

National Advantage™ Program (including the Contracted Rates, Facility Charge Review and Itemized Bill Review Components)

NAP includes a Contracted Rates component and two optional components: Facility Charge Review (FCR) and Itemized Bill Review (IBR). In addition, some plans also elect Data iSight (DiS) as their out-of-network plan rate for professional services. NAP's Contracted Rates component offers access to contracted rates for many medical claims from non-network providers (including claims for emergency services and claims by hospital-based specialists such as anesthesiologists and radiologists who do not contract with insurers) and ad hoc negotiations (when a contracted rate is not available).

We retain a percentage of savings achieved through NAP, including savings achieved through FCR, IBR, and DiS, if elected. This NAP Fee is in addition to the per employee, per month administrative service fees.

Brazoria County

Allowances - Self-Funded

Effective Date: October 01, 2024

We are including allowance(s) for your Aetna plans applicable to each year of the Guarantee Period as outlined in the chart below. Allowance dollars are intended to be used for your Aetna medical plans and Aetna medical members.

Annual Allowance Type	Year 1
Plan Year Effective Date	10/01/2024
Communication	\$25,000
Wellness	\$125,000
Audit	\$35,000
Total	\$185,000

Annual allowance amounts may be adjusted if actual enrollment changes by 15 percent or more from our enrollment assumptions.

Communication Allowance

- You can use the **communication** allowance to offset expenses applicable to the Guarantee Period(s) for which it is offered. Your allowance can be used for promoting our products, our programs or services and communicating with our members.
- Allowance dollars are for the exclusive benefit of your Aetna medical plan(s) and Aetna medical members.
- Should you terminate your contract with us, the allowance(s) cannot be used to fund implementation/communication expenses related to the new carrier's contract.

Wellness and Audit Allowances

- You can use the **wellness** allowance to pay for reasonable wellness-related programs or activities you received from third-party vendors incurred during the Guarantee Period(s) for which it is offered. Wellness allowance expenses must be for wellness-related programs or activities that are designed to promote the health and well-being of members, or to educate participants about healthy lifestyles and choices. Any wellness-related allowance amounts we pay you directly to offset or reimburse you for any expense or costs you reimbursed a vendor for directly, must comply with these conditions. Examples of reimbursable wellness related activities include programs or activities such as onsite biometric screening and flu vaccination clinics or wellness fairs.
- Your **audit** allowance can be used to offset expenses incurred from third-party vendors for auditing our medical claim adjudication and member eligibility. Expenses must be incurred during the Guarantee Period(s) for which it is offered.
- Allowance dollars are for the exclusive benefit of your Aetna medical plan(s) and Aetna medical members.

The above referenced fund(s) will be available after the effective date of each plan year. Only those expenses performed and billed by a third party are payable; reimbursement for time and materials incurred directly by the plan sponsor (e.g. hours worked by the plan sponsor's own employees) are not eligible. Our preferred method of payment is directly to the vendor. We will pay allowance related expenses directly to the vendor only after you send us proper documentation outlining the expenses you have incurred.

On an exception basis, we can reimburse you directly. In the event the exception is granted, we'll require you to submit detailed paid receipts from the vendor. To facilitate allowance processing, documentation should be submitted within 60 days of the invoice date, whenever possible. All documentation must be submitted no later than 60 days following the end of the plan year for which expenses were incurred. Acceptable documentation includes, but is not limited to:

- Vendor invoice(s) summarizing level of work completed, hourly rate and hours spent
- Invoices or other documentation summarizing any other miscellaneous expenses incurred

The allowance amounts indicated above for the following Allowance Type(s) are available for the years indicated in the chart. Each allowance is forfeited at the end of each plan year if not fully utilized (it does not get rolled over to the following plan year for a cumulative amount). If you have elected to offer wellness incentives through a product reward site, unredeemed vouchers are forfeited at the end of each plan year.

- Communication
- Wellness
- Audit

We assume the funding of any allowance dollars is either at the request of your Plan Administrator acting in its fiduciary capacity or for the exclusive benefit of your Plan. You are responsible for determining that your use of allowance dollars is appropriate and legally compliant. With respect to allowance dollars that are used in connection with a wellness program, you are responsible for ensuring that the program and any incentives/rewards comply with applicable laws, including limitations on maximum allowable incentives/rewards. We will pay any allowances in accordance with applicable law. We suggest you seek appropriate accounting and legal counsel for all

Brazoria County

Allowances - Self-Funded

Effective Date: October 01, 2024

payments to ensure they comply with applicable accounting principles and laws.

If you terminate your medical plan with us in whole or in part (defined as a 50 percent or greater membership reduction from the membership we assumed in this renewal prior to the end of the Guarantee Period, you'll be responsible for remitting payment for any allowance amounts used. Payment is due to us within 31 days of the invoice.

Brazoria County

Caveats - Self-Funded

Effective Date: October 01, 2024

For the purposes of this document, Aetna may be referred to using "we", "our" or "us" and Brazoria County may be referred to using "you" or "your".

If fees are adjusted, the caveats below will apply and be based on the new assumptions.

Underwriting Caveats

Your pricing considers all the products, programs and services you have with us and will be in effect for the full 12 months of the plan year. Pricing for some programs and services are amortized over a 12-month period. Therefore, fees will not be reduced if termination occurs prior to the end of the plan year. We also assume the renewal assumptions below remain consistent throughout the plan year. We require notice to properly terminate before the plan year ends in accordance with the Termination provision in your Agreement. Otherwise, you may be charged for the cost until that notice is met.

If any of the changes outlined below occur, we may adjust your Guaranteed Fees. If this happens, you'll have to pay any difference between the fees collected and the new fees calculated back to the start of the Guarantee Period. If you are not notified of the change in advance, such difference will be reconciled in the annual accounting for the Guarantee Period. If fees are adjusted, the caveats below will be based on the new assumptions.

During the Guarantee Period we may adjust your Guaranteed Fees if:

Enrollment

There is a 15 percent change in the total number of enrolled employees for all commercial medical products combined. Our renewal assumes coverage will not be extended to additional employee groups without review of supplemental census information and other underwriting information for appropriate financial review.

Member-to-Employee Ratio

The member-to-employee ratio changes by more than 15 percent from the 1.8 ratio assumed in this quote.

Quoted Benefits and Administration

A material change is initiated by you or by legislative or regulatory action which materially affects the cost of the plan. This includes, but is not limited to, changes impacting standard contract provisions, claim settlement practices, plan administration, plan benefits or changes to the programs and services we offer you.

National AdvantageTM Program

You change or terminate the National AdvantageTM Program (NAP), Facility Charge Review (FCR), Itemized Bill Review (IBR), or Data iSightTM (DiS) programs.

Total Replacement

We're the sole carrier for the quoted lines of coverage.

Performance Guarantees

If any of the conditions outlined above occur, then any performance guarantees may be changed or terminated based on the caveats outlined in those guarantee documents.

Assumptions

Underwriting

Agreement Provisions

Our quotation assumes our standard Agreement provisions and claim settlement practices apply unless otherwise stated.

Participation

A minimum of 150 enrolled employees is required to administer the proposed products on a self-funded basis.

Claim Fiduciary - Option 4

Our renewal assumes we'll provide mandatory Level I (benefit review and determination of claims) and Level II (deciding appeals and final claims determination) appeals. We'll also write the letter to the member to communicate the appeal decision. We'll defend any lawsuit originating during or after completion of the first two levels of appeals. You'll act as claim fiduciary for all voluntary appeals after Level I and Level II appeals are exhausted.

External Review

We've included external review in our renewal. External review uses outside vendors who coordinate medical review through their network of outside physician reviewers.

04/17/2024

Proprietary



Caveats ASC

Member Communications

Pricing assumptions include direct communications access to Aetna membership through both ongoing Aetna Health communications and relevant ongoing included product/program specific communications. These communications can reduce member and plan costs by guiding in care navigation, managing chronic conditions, promoting preventive services, and more.

Wellness Incentives and Rewards

We offer several different wellness incentives and rewards programs that you may choose from to offer to your members. We, or our third-party vendors, will administer and distribute to your members any wellness incentives or rewards earned based on the programs selected under the direction and control of your plan. The wellness incentives and rewards earned through these programs may be taxable for your members. We will provide you with reporting which will identify members who have earned such wellness incentives or rewards. These reports will provide the data needed for any tax information reporting requirements that you determine are necessary.

With regard to these wellness incentives and rewards, you, as the Plan Sponsor have the following responsibilities:

- Ensure any incentives or rewards offered to your members comply with applicable law and any limitations imposed thereunder. This includes but is not limited to, the Health Insurance Portability Act (HIPAA), the Americans With Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA).
- Distribute notices and/or obtain any authorizations required by law.
- Comply with all tax information reporting requirements regarding any wellness incentives or rewards earned through these programs (cash, cash equivalent, or other tangible property) and provided by us or our third-party vendor to your members.
- Assume any and all liability for your noncompliance with any tax withholding or information reporting requirements.

You may wish to consult with your legal counsel or other advisors as to the proper tax treatment of such wellness incentives or rewards and to ensure that the incentives or rewards offered under your program comply with applicable law.

Mental Health/Substance Abuse Benefits

Our quotation assumes that mental health/substance abuse benefits are included.

Prescription Drug Benefits

Our quotation assumes that prescription drug benefits are excluded. Your Guaranteed Fees assume the following:

- Integration to support our care management program(s) is excluded
- Integration to support combined medical and pharmacy accumulators (deductibles and out-of-pocket maximums) is excluded
- Your existing benefit plans do not include combined medical and pharmacy accumulators (deductibles and out-of-pocket maximums). If you require combined accumulators, additional fees will apply.

Additional charges may apply if you change your Pharmacy Benefit Manager and/or change the number or frequency of pharmacy data feeds.

Stop Loss Reporting

Our quotation assumes stop loss coverage is not provided by Aetna and reporting to an external vendor is included.

- We've included 12 monthly reports. If your reporting requirements change, additional fees will apply.
- If you require third-party vendor Stop Loss reporting, additional fees may apply.
- The cost for 12 monthly reports is not included in your PEPM fees and is displayed on the Programs & Services exhibit.

Aetna HealthFund® (AHF)

Our quotation assumes that any Health Reimbursement Account (HRA) for our Aetna HealthFund® plan(s) is funded by you.

Additional Products, Programs and Services

Costs for special services rendered that are not included or assumed in the pricing guarantee will be billed through the claim wire, on a single claim account, when applicable, to separately identify charges. Additional charges that are not collected through the claim wire during the year will either be direct-billed or reconciled in conjunction with the year-end accounting and may result in an adjustment to the final administration charge. For example, you will be subject to additional charges for customized communication materials, as well as costs associated with custom reporting, booklet and SPD printing, etc. The costs for these types of services will depend upon the actual services performed and will be determined at the time the service is requested.

Billing Information**Advanced Notification of Fee Change**

04/17/2024

Proprietary



Caveats ASC

Brazoria County

Caveats - Self-Funded

Effective Date: October 01, 2024

We'll notify you of any off-anniversary fee change within 31 days of the fee change.

Late Payment

We'll assess a late payment charge at a 12 percent interest rates as follows:

- if you fail to pay plan benefit payments within 1 business day of the request
- if you fail to pay administrative service fees within 31 days of the due date

We'll notify you of any changes in late payment interest rates. The late payment charges described in this section are without limitation to any other rights or remedies available to us under the Agreement or at law or in equity for failure to pay.

Producer Compensation

The quoted fees don't include producer compensation.

Claim and Member Services

Medical Service Center

We've assumed that claim administration and member services for the quoted plans will be managed centrally by the Arlington, TX Service Center. Members will be able to reach the Member Service representatives Monday through Friday, from 8 a.m. to 6 p.m., CT.

For members calling after-hours, calls are handled by an offshore team of customer service representatives.

Reporting and Data Transfer

Aetna Intellectual Property

Under the Agreement, you may have access to certain of Aetna's Plan Sponsor reporting systems. Aetna represents that it has either the ownership rights or the right to use all of the intellectual property used by Aetna in providing the Services under the Agreement ("Aetna IP"). Aetna will grant you, as the Plan Sponsor, a nonexclusive, non-assignable, royalty free, limited right to use certain of the Aetna IP for the purposes described in the Agreement. You agree not to modify, create derivative product from, copy, duplicate, decompile, disassemble, reverse engineer or otherwise attempt to perceive the source code from which any software component of the Aetna IP is compiled or interpreted. Nothing in the Agreement shall be deemed to grant any additional ownership rights in, or any right to assign, sublicense, sell, resell, lease, rent, or otherwise transfer or convey, the Aetna IP to you.

Banking

We've assumed that you provide funds through a bank initiated ACH wire transfer for drafts issued under the self-funded arrangement assumed in this renewal.

When claims have accumulated to more than \$20,000, a request will be sent to you and/or your bank requesting funds for the total claims from the previous day(s). For most customers, this will mean daily claim wire transfers. In addition, there will be a month end close out request on the first banking day of each subsequent month.

The proposed banking arrangement is subject to change based on results of a credit risk evaluation. We will complete an evaluation upon notification of sale.

We've assumed you'll use no more than three primary banking lines which are shared across all self-funded products, excluding Flexible Spending Account (FSAs). Additional wire lines and customized banking arrangements will result in an adjustment to the proposed pricing.

Additional

Please review the additional important information found at the following URL. This information is incorporated by reference into this package and considered part of your Agreement. This quote is subject to all the terms and conditions set forth in this URL. In the event that any information contained herein conflicts or is inconsistent with the information in the Underwriting Disclosure Document, the information in your package prevails.

<https://www.aetna.com/content/dam/aetna/pdfs/aetna.com/legal-notices/documents/large-group-and-public-labor-self-funded-medical-underwriting-disclosures-as-of-01-01-2024.pdf>

Legislative and Regulatory Requirements

Affordable Care Act (ACA) Taxes and Fees - Notice to Self-Funded Group Health Plan's Financial Liability

04/17/2024

Proprietary



Caveats ASC

The Affordable Care Act (ACA) imposed Patient-Centered Outcome Research Trust Fund fee (PCORI) on the issuers of specified health insurance policies and plan sponsors of applicable self-insured health plans. The fee was set to end in 2019, but it was extended for 10 years through 2029. The fee applies to policy or plan years ending on or after October 1, 2012, and before October 1, 2029.

Any taxes or fees (assessments) related to the Affordable Care Act that apply to the self-insured health plans are your obligation. The Administrative Service Fee does not include any such liability or the remittance of the fees on your behalf.

NSA Payment Practices

The No Surprises Act (NSA) applies to certain out of network claims at participating facilities when the member doesn't have a choice or is unaware the provider is out of network. The law protects plan participants by limiting cost sharing to the preferred benefit level and prohibits balance billing by out of network providers. For NSA eligible claims, we will pay the out of network provider an initial payment amount. In most cases, the initial payment will be an amount equal to the qualifying payment amount as defined in NSA regulations (generally, the median contracted rate for a specific service in a geographic area). A provider may choose to go to independent dispute resolution (IDR) if the provider does not accept our payment as payment in full. During the IDR process, you authorize us to pay more than the qualified payment amount in order to reasonably settle the matter when it appears expedient to do so.

Recovery of Overpayments

Our process of recovering overpayments attempts to recoup money in the most accurate, effective, and cost-efficient manner.

When seeking recovery of overpayments from a provider, we have established the following process: If unable to recover the overpayment through other means, we may offset one or more future payments to that provider for services rendered to Plan Participants by an amount equal to the prior overpayment. We may reduce future payments to the provider (including payments made to that provider involving your or other health and welfare plans that are administered by us) by the amount of the overpayment, and we will credit the recovered amount to the plan that overpaid the provider. By entering into an agreement with us, you are agreeing that its right to recover overpayments shall be governed by this process and that it has no right to recover any specific overpayment unless otherwise provided for in the Agreement.

We believe that measuring the activities described below is an important indicator of how well we service your account, as such, we have included the following performance guarantee(s) as part of our proposed offering.

This information pertains to any performance guarantee(s) shown below, or for any additional guarantees which may be offered for the same Guarantee Period. Refer to the guarantee documents for additional conditions and details.

The performance guarantee(s) described herein will not apply if the Agreement is terminated prior to the end of the Guarantee Period. In addition, all included performance guarantee(s) are subject to enrollment requirements as outlined in the financial conditions of each included guarantee.

Aggregate Maximum

The maximum payout for all guarantees combined is 20 percent of the fees at risk based on the calculation as noted in the provisions below.

General Guarantee Provisions

1. Fees at risk are calculated at the year-end reconciliation, using the paid medical administrative service fees for employees covered under each guarantee for the Guarantee Period and excludes:
 - Allowance(s)
 - Any charges for services performed which are not included on the monthly administrative service fee bill
2. Results are estimated to be available at the end of the quarter noted below, following the close of the Guarantee Period:

Second Quarter

 - Service Performance Guarantee
 - Aetna Back and Joint Care ROI
3. If the guarantee(s) have not been met, we will either:
 - Provide reimbursement to you for the amount due, or
 - Reduce future administrative fee payment(s) by the amount due to you.
4. These guarantee(s) are considered an amendment to your existing services Agreement. Continuance of your benefit plan and payment of fees constitutes an acceptance of these guarantee(s).
5. We reserve the right to revise or remove these guarantee(s) if a material change to the plan is initiated by you or legislative or regulatory action which:
 - Impacts our standard claim adjudication process, member services functions, medical management or network management
 - Changes the products, programs and services we offer you
6. The guarantee(s) are considered met if:
 - You terminate participation in products, programs and services tied directly to guarantee(s), prior to the end of the Guarantee Period.
 - You terminate your Aetna medical plan in whole or in part (defined as 50 percent or greater membership reduction from the membership we assumed in this renewal) prior to the end of the Guarantee Period, September 30, 2025.
 - You fail to meet your obligations under the Agreement (for example, a submission of incomplete eligibility or failure to fund claim payments)

Brazoria County

Guarantee Summary

Effective Date: October 01, 2024

Service Performance Guarantees

We guarantee the administration of your medical and behavioral health product(s) in the following areas:

Performance Category	Minimum Standard	Maximum Fees at Risk
Implementation		
Implementation	Average score of 3.0	2.0%
ID Card Production & Distribution	97% within 15 days	1.0%
Account Management		
Overall Account Management	Average score of 3.0	3.0%
Claim Administration		
Turnaround Time (TAT)	14 days for 90.0%	2.0%
Financial Accuracy	99.0%	2.0%
Total Claim Accuracy	95.0%	2.0%
Member Satisfaction		
Member Satisfaction	80.0%	2.0%
Member Services		
Average Speed of Answer (ASA)	30 seconds	2.5%
Abandonment Rate	2.0%	2.5%
First Call Resolution (FCR)	90.0%	1.0%
Total		20.0%

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2024

Guarantee Period: October 1, 2024 through September 30, 2025

Fees at Risk: 20.0%

We guarantee the administration of your medical and behavioral health product(s) in the following areas:

Category	Guarantee	Fees at Risk	Criteria
Implementation			
Implementation	An average score of 3.0 on the Implementation Evaluation Tool survey(s). Each question has a rating scale of 1 to 5 (1 = lowest, 5 = highest).		
	The results of the surveys are used to facilitate a discussion between you, your Implementation Manager and your Account Team regarding the results achieved and opportunities for improvement.	Mutually agreed upon adjustment if the final evaluation score falls below a 3.0, (meaning that service levels have not improved), up to a maximum of 2.0%.	<u>Measurement basis</u> Customer specific
	The implementation period begins at the initial implementation meeting and runs through the implementation sign-off.		<u>Measurement period</u> Annually
	If the Implementation Evaluation Tool is not completed and returned within 30 business days of receipt, it is assumed that the service provided to you is satisfactory and the guarantee is deemed met.		<u>Reporting period</u> Annually
Open Enrollment ID Card Production & Distribution	97% of Open Enrollment ID cards will be produced and mailed within 15 business days following the receipt of complete, accurate and viable electronic enrollment files.	0.20% for each full business day that we fail to produce and mail ID cards within 15 business days, up to a maximum of 1.0%.	<u>Measurement basis</u> Customer specific
	Digital ID cards are available via the member website or the Aetna Mobile Application (iPhone and Android) for members with non-critical changes. Digital ID cards are not included in this guarantee.		<u>Measurement period</u> Annually
			<u>Reporting period</u> Annually
Account Management			
	An average score of 3.0 on the semi-annual surveys for on-going account management, financial, eligibility, drafting and benefit administration. The average is based on 24 questions with a rating scale of 1 to 5 (1 = lowest, 5 = highest).	Mutually agreed upon adjustment if the final	<u>Measurement basis</u> Customer specific

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2024

Overall Account Management

The results of the surveys are used to facilitate a discussion between you and your Account Team regarding the results achieved and opportunities for improvement.

If the online surveys are not completed within 15 business days of receipt, it is assumed that the service provided to you is satisfactory and the guarantee is deemed met.

evaluation score falls below a 3.0, (meaning that service levels have not improved), up to a maximum of 3.0%.

Measurement period

Annually

Reporting period

Annually

Claim Administration

Turnaround Time (TAT)

14 calendar days for 90.0% of the processed claims on a cumulative basis.

We measure TAT from the claimant's viewpoint; that is, from the date the claim is received in the service center to the date that it is processed (paid, denied or pended). TAT excludes those claims identified as rework.

Weekends and holidays are included in turnaround time.

0.40% for each full day that the TAT exceeds 90.0% of the processed claims, up to a maximum of 2.0%.

Measurement basis

Customer specific:

≥ 3,000 enrolled members

Site Level:

< 3,000 enrolled members

Measurement period

Annually

Reporting period

Quarterly

99.0%

Financial Accuracy

Financial accuracy is measured using industry accepted stratified audit methodology. The results are determined by calculating the financial accuracy for a subset of claims (a stratum). We extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata. Each overpayment and underpayment is considered an error; they do not offset each other. Financial accuracy includes both manual and auto adjudicated claims.

0.40% for each full 1.0% that financial accuracy drops below 99.0%, up to a maximum of 2.0%.

Measurement basis

Unit(s) processing your claims (all customers' claims handled in that unit, not just your plan's claims)

Measurement period

Annually

Reporting period

Quarterly

Dollars Paid Correctly
Total Dollars Paid

95.0%

Total Claim Accuracy

Total claim accuracy is measured using industry accepted stratified audit methodology. We extrapolate the results based on the size of the population and combine them with the extrapolated results of the other strata. Accuracy in each stratum (a subset of the claim population) is calculated by:

0.40% for each full 1.0% that total claim accuracy drops below 95.0%, up to a maximum of 2.0%.

Measurement basis

Unit(s) processing your claims (all customers' claims handled in that unit, not just your plan's claims)

Measurement period

Annually

Number of claims processed correctly

Reporting period

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2024

Total number of claims audited

Quarterly

Member Satisfaction

Member Satisfaction	Positive response rate of 80.0% or higher on the following question "please rate your overall satisfaction with Aetna".		<u>Measurement basis</u>
		0.40% for each full 1.0% that the member satisfaction response rate falls below 80.0%, up to a maximum of 2.0%.	Book of business
	The survey assumes a 5-point scale with the top 3 responses viewed as positive. The survey is based on a statistically valid, randomly selected sample of actively enrolled members aged 18-64. Interviews are conducted on a continuous basis throughout the year.		<u>Measurement period</u>
			Annually
			<u>Reporting period</u>
			Quarterly

Member Services

Average Speed of Answer (ASA)	30 seconds		
	ASA is the amount of time that elapses between the time a call is received into the telephone system and the time a Customer Service Professional (CSP) responds to the call. The result is calculated as follows:	0.50% for each full second that the ASA exceeds 30 seconds, up to a maximum of 2.5%.	<u>Measurement basis</u>
	$\frac{\text{Sum of all waiting times (in seconds) for all calls answered by the queue}}{\text{Number of incoming calls answered}}$		Phone skill(s) providing your customer service
	ASA measures the average speed of answer for all call answered. Interactive Voice Response (IVR) system calls are not included in the measurement of ASA.		<u>Measurement period</u>
			Annually
			<u>Reporting period</u>
			Quarterly
Abandonment Rate	2.0%		<u>Measurement basis</u>
	The result is calculated as follows:	0.50% for each full 1.0% that the average abandonment rate exceeds 2.0%, up to a maximum of 2.5%.	Phone skill(s) providing your customer service
	$\frac{\text{Total number of calls abandoned}}{\text{Number of calls accepted into the skill(s)}}$		<u>Measurement period</u>
			Annually
			<u>Reporting period</u>
			Quarterly

90.0%

Measurement basis

Brazoria County

Medical Service Guarantees

Effective Date: October 01, 2024

			<u>Measurement basis</u>
			Accountable unit or the business segment level that services your plan in effect at the time of the member's call
First Call Resolution (FCR)	We define the first call resolution rate as percentage of member calls resolved on the first call.	0.20% for each full 1.0% that the first call resolution rate falls below 90.0%, up to a maximum of 1.0%.	<u>Measurement period</u> Annually
			<u>Reporting period</u> Quarterly

General Guarantee Provisions

- For purposes of the performance guarantees, the term "Business Day" is defined as Aetna's normal business hours on any day other than a Saturday or Sunday or a day on which Aetna is closed for general business purposes.
- These guarantees do not apply to third party benefit administrators contracted by Aetna.
- This offer does not contemplate significant changes in volume of claims and calls that may occur with novel conditions or circumstances affecting broad populations that place a significant strain on the health care system and/or your plan(s). These conditions include but are not limited to COVID-19. We reserve the right to adjust the terms and factors of this guarantee in response to these conditions and/or circumstances if necessary.
- In the event there is an outage or when experiencing peak volumes, calls may be transferred to other Aetna call centers. This guarantee may not apply, and a payment may not be made if results are not achieved due to severe weather events which directly or indirectly impact performance during the Guarantee Period.
- If we process runoff claims from a prior carrier or administrator, the performance guarantees described in this document (other than Account Management Guarantees) will begin 3 months after the Guarantee Period effective date.
- If we process runoff claims upon termination of the Agreement, the Turnaround Time, Financial Accuracy, and/or Total Claim Accuracy performance guarantee(s) will not apply to runoff claims.

Guarantee Period: October 01, 2024 through September 30, 2025

Guaranteed ROI: 1.5:1

Aetna is providing this Back and Joint Care ROI Guarantee **on the Chronic Program** on Hinge Health's behalf. This guarantee does not include the Prevention and Acute programs. We have no legal or other responsibility for meeting this ROI guarantee and/or any payments due to you for missing the guarantee. If the guarantee is missed and you are due any payment from Hinge Health, we agree to reasonably help you in settling any related payment issues that may arise with Hinge Health.

Guarantee:

Hinge Health guarantees that the projected savings associated **with the Chronic Program**, also known as the Core Digital Care Program, of the Aetna Back and Joint Care program will be equal to one and a half (1.5) times the Guarantee Period administrative service fee of \$995 per engaged member.

Cost savings are assessed based on the reduction of pain as measured by the visual analog scale (VAS), before and after participating in the Hinge Health intensive 12-week phase.

To achieve a 1.5:1 ROI, the following calculated value needs to equal one and a half times the cost of the program:

$$(((\text{Pain at screening}) - (\text{Pain at 12 weeks})) / (\text{Pain at screening})) \times 100 \times \$71.09^* \times \text{number of participants} = \text{projected total cost saved}$$

*Based on Hinge Health's published clinical studies, the Chronic digital care pathway saves \$71.09 in Musculoskeletal (MSK) costs per participant per year for every 1 percent decrease in pain.

Example: By way of example, assume 1,000 participants go through the Chronic Program the total cost would be \$995,000 (1,000 participants multiplied by \$995). If the average pain reduction is 12% per participant, then the total program savings would equal $(12 \times \$71.09 \times 1,000) = \$853,080$. Thus the Program did not achieve the guaranteed ROI of 1.5:1.

Payment and Measurement Criteria:

If Hinge Health does not achieve a 1.5:1 ROI according to the metric above, you will receive a prorated refund up to 100 percent of the **Chronic Program** of the Aetna Back and Joint Care Guarantee Period administrative service fee.

Example: By way of example, based on the scenario described above the formula set forth would yield you a refund of \$426,280 (calculated by $[(1,492,500 - \$853,080) / \$1,492,500] \times \$995,000 = \$426,280$).

Conditions for the guarantee

We reserve the right to revise or remove the guarantee if any of the following conditions are not met.

- This guarantee requires a minimum of 50 participants engage in the Hinge Health Chronic Program by the end of the Guarantee Period.
- Member eligibility (complete, accurate and viable enrollment data; including member phone numbers) is fully loaded in our eligibility system at least 35 days prior to the effective date.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.33.

8/27/2024

Amend Contract with Carr Riggs & Ingram LLC

Approval to amend the contract with Carr, Riggs, & Ingram, LLC, of Winter Park, Florida, for RFSQ #21-62 Courthouse Expansion Auditing Services for Phase Task Order 3, awarded by Court Order 7.U.3 dated November 9, 2021.

The addendum is to revise procedures previously specified on October 5, 2021, and are revised according to the Addendum's attached Exhibit A.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said amendment on behalf of the County.



Carr, Riggs & Ingram, LLC
1031 West Morse Boulevard
Suite 200
Winter Park, FL 32789

407.644.7455
407.628.5277 (fax)
CRLcpa.com

August 1, 2024

Susan P. Serrano, C.T.P.M., C.T.C.M.
Purchasing Director
Brazoria County Courthouse West Annex
451 N. Velasco St., Suite 100
Angleton, TX 77515

Re: Brazoria County Courthouse Expansion Project – Phase Task Order 3

Dear Ms. Serrano,

This letter constitutes an addendum to our original agreed-upon procedures engagement letter dated November 28, 2023. The purpose of this letter is to communicate revised procedures in connection with the Brazoria County Courthouse Expansion Project – Phase Task Order 3. The procedures, specified on November 28, 2023, are revised as follows:

- Specific document names and dates were added throughout the procedures.
- Procedures 6.d., 11.a.-b., 13.c.-f., 17.b., 18.d.-e. and 21. in the original agreement were removed, as they were not applicable to the engagement.
- Procedures 13.a.-b. and 18.b.-c. in the attached Exhibit A were edited for clarity and to better reflect the procedures performed.

The clarified procedures are detailed on the attached Exhibit A. This Exhibit A supersedes the Exhibit A attached to the engagement letter mentioned above.

All the terms of our original engagement letter will apply to this addendum. This addendum will become effective as soon as you sign this letter and return the signed copy to us.

Sincerely,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

RESPONSE:

This letter correctly sets forth the understanding of Brazoria County, Texas.

By: _____

Title: _____

EXHIBIT A

Brazoria County, Texas Courthouse Expansion Project Phased Task Order 3 Agreed-Upon Procedures

1. Obtain a copy of the Master Terms and Conditions for Construction Manager Construction Manager At-Risk (the Agreement), dated July 16, 2021, between Brazoria County, Texas (the County) and SpawGlass Construction Corp. (the Construction Manager) and exhibits, attachments, and amendments to the Agreement (collectively referred to as the “contract documents”), relative to the Courthouse Expansion Project Phased Task Order 3 (the Project).
2. Inquire of the County and the Construction Manager as to whether there are any disputed provisions between the two parties, relative to the contract documents, or if there are any other unresolved disputes. Inquire of the Construction Manager as to whether there are any disputes between the Construction Manager and its subcontractors.
3. Obtain from the Construction Manager, a copy of the final job cost detail, dated March 15, 2024 (the “final job cost detail”).
4. Obtain from the Construction Manager and the County, a copy of the final payment application request issued to the County, dated February 29, 2024 (“final pay application”).
5. Obtain from the Construction Manager a reconciliation between the final job cost detail and the final pay application.
6. From the final job cost detail, select all subcontractors with total costs listed in excess of \$50,000 (“selected subcontractors”) and perform the following:
 - a. Obtain the subcontract and related change orders, executed between the selected subcontractors and the Construction Manager. Compare the total amount recorded in the final job cost detail to the original subcontract amount plus/minus the related change orders.
 - b. Obtain the applicable labor, equipment, and material pricing estimates, vendor invoices, subcontractor markups, or other appropriate documentation (“supporting documentation”) for the subcontractor change orders in 6.a. above. Compare the change order amounts to the supporting documentation.
 - c. Obtain from the Construction Manager the final lien releases or individual payment lien releases totaling the final subcontract value submitted by the selected subcontractor to the Construction Manager. If the Construction Manager does not have the lien releases available, for those payments where the lien release is not available, obtain cancelled checks reflecting such payments made by the Construction Manager to the selected subcontractor (collectively the “payment documentation”). If the Construction Manager provides no lien releases for the selected subcontractors, obtain a check register reflecting all payments to the selected subcontractors and choose a sample (at least 20) of cancelled checks. Compare the final subcontract amount to the payment documentation.

7. Trace and agree subcontractor costs and credits included in Owner change orders and contingency usage to corresponding change orders with the subcontractor, which have been reviewed in accordance with 6. above.
8. If there are reimbursable labor charges included in the final job cost detail, from the total number of Construction Manager employee payroll transactions listed in the final job cost detail, select a sample of at least 10 Construction Manager payroll transactions. Each sampled payroll transaction will be for a specific, identified time period of the Project.
9. From the items selected in 8. above, perform the following:
 - a. Obtain copy of, or access to, the original timesheet and a payroll register for the time period of the selected transaction, showing gross pay to the employee for each employee selected.
 - b. Compare the amount listed for each sample in the final job cost detail to the items obtained in 9.a. above.
10. If the labor burden is included in reimbursable labor (if any) and is not a fixed percentage, obtain from the Construction Manager a detailed, itemized listing of the labor burden being charged to the labor in the final job cost detail, and perform the following:
 - a. Compare the labor burden rate components to the stipulations stated in the contract documents.
 - b. Obtain supporting documentation for each component of the labor burden detail obtained in 10.a. above.
 - c. Recalculate the labor burden being charged to the final job cost detail by multiplying the gross labor by the labor burden rate from 10.a. above.
11. From the final job cost detail, select all non-subcontractor vendors for which the costs exceed \$50,000.
12. From the final job cost detail, select amounts for payment and performance bond costs and builder's risk insurance (as applicable) and perform the following:
 - a. Obtain a copy of or access to the original invoices and a copy of the cancelled check or other proof of payment paid directly to a third party. Compare the documentation obtained to the amounts recorded in the final job cost detail.
13. From the final job cost detail, select amounts for general liability insurance and perform the following:
 - a. Because contractor controlled insurance is charged to the Project at an agreed upon rate, obtain the agreed upon rates from the contract documents and recalculate the amounts to be charged to the Project based on the provisions of the contract documents.
 - b. Compare the results of the recalculations in 13.a. above to the amounts charged by the Construction Manager.
14. Inquire of the Construction Manager to determine if there are any expenditures, in the final job cost detail, to entities related by common ownership or management to the Construction Manager.

15. If there are expenditures to entities related by common ownership or management noted in 14. above, perform the following:
 - a. Report the entity and volume of the transactions to the County.
 - b. Determine if such transactions are properly authorized by the County, in accordance with the contract documents.
16. From the final job cost detail, select at least five transactions (unless internal charges total less than \$3,000) determined to be the Construction Manager's internal charges to the Project, and perform the following:
 - a. Obtain calculations for internal charge rates and vendor invoices that support the calculation of the Construction Manager's internal rates.
 - b. Compare the internal charge rates recorded in the final job cost detail to the supporting documentation obtained in 16.a. above.
17. From the final job cost detail, select at least five transactions determined to be equipment rental charges on the Project.
 - a. Obtain the vendor invoices for the selected transactions.
18. Inquire of the Construction Manager to determine whether they are using a subcontractor default insurance program ("subguard") for subcontractor bonding requirements. If so, perform the following:
 - a. Inspect the final job cost detail, as well as subcontracts and change order line items for the selected subcontractors noted in 6. above, for line items described as subcontractor bond costs.
 - b. Because the subguard is charged to the Project at an agreed upon rate, obtain the agreed upon rate from the contract documents and recalculate the amounts to be charged to the Project based on the provisions of the contract documents.
 - c. Compare the results of the recalculations in 18.b. above to the amounts charged by the Construction Manager.
 - d. Obtain written representation that the subcontractors on the Project, enrolled in subguard, have not included bond costs in their payment applications.
19. Obtain all signed and executed change orders between the County and the Construction Manager for the duration of the Project. The final change order may be in draft form and not yet executed.
20. Obtain from the County, a log of the ODPs plus sales tax savings for the entirety of the Project.
21. Recalculate the adjusted guaranteed maximum price (GMP) as follows:
 - a. Obtain the original GMP amount, including any fixed or percentage-based Construction Manager fees or lump sums from the contract documents noted in 1. above.
 - b. Add to the original GMP amount the additive change orders and subtract the deductive change orders from 19. above to get the adjusted guaranteed maximum price (adjusted GMP).
22. For the adjusted GMP amount recalculated in 21.b. above, perform the following:
 - a. Obtain the final contract value, per the draft final pay application, noted in 4. above.
 - b. Compare the adjusted GMP amount recalculated in 21.b. above to the final contract value noted in 22.a. above.

23. Recalculate the final construction costs as follows:
 - a. Starting with the final job cost detail, adjust for any reductions identified in the application of the above procedures (e.g. subcontractor markup differences, non-reimbursable items, repair/rework items, etc., as applicable) to reach the adjusted final job costs.
 - b. Utilizing the adjusted final job costs, add the fixed lump sum amounts to reach the final construction costs.
 - c. Compare the adjusted GMP amount recalculated in 21.b. above to the final construction costs amount from 23.b. above.
24. Obtain, from the County and/or the Construction Manager, all of the Project's contingency logs and usage documents and inspect all contingency usage forms for the County's designated representative's signature of approval.
25. Compare the ending balances in the contingency funds, per the contingency logs obtained in 24. above, to the change order amount of the funds returning to the County, as obtained in 19. above.

November 9, 2021
THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
REGULAR SESSION

ORDER NO. 7.U.3

RE: Award RFSQ #21-62 Courthouse Expansion - Auditing Services

Upon recommendation of the evaluation committee and final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion - Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of \$27,000.00.

Further, that the County Judge be authorized to sign the applicable professional services agreement.

21-62 Summary

A total of two hundred and eighty (280) 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 (ESBD) website. There were thirty-eight (38) document takers resulting in three (3) responses, one (1) of which was a non-response.

At the recommendation of the evaluation committee and upon final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion – Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of \$27,000.00.

Evaluation Committee Members:

Commissioner Adams, Commissioner Precinct Three
Matt Hanks, County Engineer
Clay Forister, Assistant County Engineer
Kaysie Stewart, County Auditor
Gerald Hendrick Facilities Management
Natasha Stulberg, Purchasing Designee, (non-voting member)



21-62 - Courthouse Expansion Project-Auditing Services Scoring Summary

Active Submissions

	Total	General Information	Large Governmental Projects & Experience	Staff Experience & Client Relationships
Supplier	/ 100 pts	/ 20 pts	/ 50 pts	/ 30 pts
Carr, Riggs & Ingram LLC	85.4	18.4	41.4	25.6
Elite Image Tax and Notary Service LLC	39	9	17	13



BrazoriaCounty TX

Court Order

Passed
Nov 9, 2021 9:00 AM

Award RFSQ #21-62 Courthouse Expansion - Auditing Services

Information

Department:

Purchasing

Sponsors:

Category:

Award

Attachments

[Printout](#)

[Professional Services Agreement - Courthouse Expansion CRI ADT 2021-11-01](#)

[21-62 Award Summary](#)

[21-62 - Scoring Summary](#)

[Bonfire Vendor Invites](#)

Body

Upon recommendation of the evaluation committee and final review by the District Attorney's Office, award "RFSQ #21-62 Courthouse Expansion - Auditing Services" to the highest ranked firm, Carr, Riggs & Ingram, LLC of Winter Park, Florida, for auditing services in the amount of \$27,000.00.

Further, that the County Judge be authorized to sign the applicable professional services agreement.

Meeting History

Nov 9, 2021 9:00 AM Media

**Commissioners' Regular Session
Court**

Draft

RESULT:

PASSED [UNANIMOUS]

MOVER:

Stacy L. Adams, Commissioner

SECONDER:

Ryan Cade, Commissioner

AYES:

L.M. "Matt" Sebesta, Donald "Dude" Payne, Ryan Cade, Stacy L. Adams, David R. Linder

Powered by **Granicus**



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.34.

8/27/2024

Amend Court Order H.44 Dated August 13, 2024 Renew RFO #19-77 Food Service Operations

Amend court order H.44 dated August 13, 2024 "Renew RFO #19-77 Food Service Operations at the Courthouse" in order to correct the renewal term of September 1, 2024 to August 31, 2025. The current term will expire on October 31, 2024.

Further, per the new lease agreement, the correct renewal term is November 1, 2024 to October 31, 2025.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.44.

8/13/2024

Renew RFO #19-77 Food Service Operations at the Courthouse

Renew "RFO #19-77 Food Service Operations at the Courthouse" to Yoly's Café of Freeport, Texas per the terms, conditions and rental amount of the current lease agreement which is set to expire on August 31, 2024.

The renewal period shall be September 1, 2024 to August 31, 2025.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.35.

8/27/2024

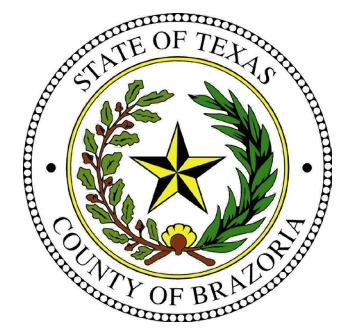
Post 65 and Retiree Health Benefits Plan

Upon recommendation of Human Resources and Brazoria County's consultant for Post 65 and Retiree Health Benefits, RetireeFirst LLC, of Mount Laurel, New Jersey, approve the Post 65 and Retiree Health Benefits plan, per the attached.

The plan and rates will be effective January 1, 2025 through December 31, 2025.



RetireeFirst



Retiree Healthcare Made Simple

*Innovative strategies to address
the challenges of retiree
healthcare while improving the
experience for all stakeholders*

About RetireeFirst

Retirees are our sole focus

As the Marketplaces' leading Medicare Benefit Manager (MBM), it is our mission to preserve at-risk retiree healthcare benefits for group plan sponsors and their retiree populations, as well as improve the retirement healthcare experience for every retiree we are privileged to serve.



For over 18 years, our sole focus at Retiree First has been to simplify the healthcare experience for retirees.



Our Retiree Advocates provide plan participants with white glove service and help them navigate their healthcare benefits.



We are committed to quality and compliance; HITRUST & AHIP Certified, URAC Accredited.



We successfully partner with 375+ groups and over 350,000 Medical and Pharmacy lives across all 50 States. Our retention rate is 99.9%.



Our plan participants include teachers, fire fighters, police officers, municipal employees and many others. Our latest participant NPS is 96.



We are proud of RetireeFirst's Best-in-Class carrier integration, educating and engaging retirees in offered wellness programs to improve health outcomes.

What We Do



Who We Serve

We serve hundreds of public sector entities, higher education institutions, and commercial organizations nationwide.

Our Partners

We partner with all major national health carriers, and brokers and consultants, to drive value and improve outcomes for plan sponsors and their retirees.



** Complimentary with existing consultant/broker service and administrative environment*

Retiree Benefits Management

We build a custom Medicare program to meet the needs of each plan sponsor.
We bring in a new strategy for all Group Medicare-eligible enrollees.

PRODUCTS WE OFFER

Medicare Advantage (MA)
& Medicare Advantage
Prescription Drug
(MAPD)

Plans offered by private
companies approved by
Medicare

Part D

Medicare drug coverage that
helps cover the cost of
prescription drugs

Medicare Supplement (Medigap)

Extra insurance to help pay
for a member's share of out-
of-pocket costs in Original
Medicare

20–50%

Immediate bottom-line savings
for groups moving to Medicare
Advantage for the first time

**Reduction in OPEB
Liability**

Plan Partnership and Administration Support

We become an extension of the benefit team, a true partner to provide Medicare subject matter expertise and proven plan administration support customized to meet client needs.

Implementation

- **Manage Centers for Medicare and Medicaid Services (CMS) Filings**
- **Full coordination with selected carrier to ensure plan set up accuracy**
- **Robust communication with retirees throughout implementation process**
- **Onsite, Face-to-Face Orientation Meetings**

Ongoing Administration Support

- **Experienced Client Services Team**
- **Billing and premium collection support**
- **Eligibility Maintenance: Medicare Age-Ins, Disenrollment, and Retirees Returning to Work**
- **Ongoing disenrollment/re-enrollment assistance**
- **Ongoing educational meetings as part of Open Enrollment**
- **Reporting and Plan Performance Data**

Retirees Come First

Our Retiree Advocacy Services are our true hallmark.

- Our team of 140+ in-house, US-based Retiree Advocates creates a seamless benefits experience and delivers on the promise of improving the health and happiness of the people we serve
- Advocates are available Monday through Friday from 8am–5pm; we have an emergency line available 24 hours a day.
- Members receive a dedicated group phone number—toll free and local; each call routes to the Advocate with case history first, then dedicated team second
- Many Advocates are bi-lingual and can partner with a HIPAA-compliant service offering translation in 300+ languages
- Average speed of answer from a live Advocate is less than 15 seconds; we do not use call menus.



RetireeFirst Advocates

Our Advocates help members navigate Medicare, understand their benefit plan, troubleshoot issues with providers, and connect to programs that improve their health and wellbeing.

- All Advocates receive extensive Medicare & Geriatric training
- NO call quotas, scripts, or transfers to different departments
- Advocates are EMPOWERED to resolve issues end-to-end
- Advocates proactively close gaps in care and educate members on available ancillary benefits – such as eye exams, dental, and fitness benefits – and how to best access them

Many Advocates previously worked in healthcare and understand the health and Medicare landscape

Examples of How Advocates Assist Members

- Enrollment & Eligibility Support
- Copay Assistance Support
- Plan Design Questions
- Preventive & Wellness Education
- Lower-Cost Generic Options
- Prior Authorization/Pre-Certifications
- House Call Appointment Scheduling
- Appointment transportation assistance
- Provider Network Questions
- Billing Questions
- Formulary Questions
- Three-way calls with third parties

Testimonials

“My Advocate, Ashley, is a skilled professional who always answers my questions and supports me with complex billing issues. Without her support during stressful times, I don't know what me and my husband would do.”

—Karen, Baltimore County

“My Advocate, Julianne, consistently provides excellent service from initial contact through resolving issues. I never had a representative who was so attentive, conscientious, and interested in helping me while being very friendly the whole time. What a pleasure!”

—Renee, Alaska Laborers Local 341 and 942



96

**Net Promoter Score
from Member Surveys,
far above the industry
standard of 60**

Wall of Appreciation at
Offices in Mt. Laurel, NJ



Plan Details & Marketing Results Group Medicare Supplement

Medicare Supplement Comparison

	Current Hartford High/Low Group Medicare Supplement		Proposed United American High/Low Group Medicare Supplement		Proposed Transamerica High/Low Group Medicare Supplement	
Medical Coverage						
	Member Pays		Member Pays		Member Pays	
Part A Deductible	\$0		\$0		\$0	
Part A Coinsurance	\$0		\$0		\$0	
Skilled Nursing Facility Care	\$0, Days 1-100		\$0, Days 1-100		\$0, Days 1-100	
Emergency Room	4% coinsurance	10% coinsurance	4% coinsurance	10% coinsurance	4% coinsurance	10% coinsurance
Part B Deductible	\$0	\$500	\$0	\$500	\$0	\$500
Outpatient Surgery	4% coinsurance	10% coinsurance	4% coinsurance	10% coinsurance	4% coinsurance	10% coinsurance
Primary Care Visit	4% coinsurance	10% coinsurance	4% coinsurance	10% coinsurance	4% coinsurance	10% coinsurance
Specialist Visit	4% coinsurance	10% coinsurance	4% coinsurance	10% coinsurance	4% coinsurance	10% coinsurance
Part B Excess Charges Covered	Yes		Yes		Yes	
Part B Out of Pocket Maximum	\$500	\$1,500	\$500	\$1,000	\$500	\$1,000
Foreign Travel Coverage	\$250 deductible and 20% coinsurance for medically necessary emergency care services beginning during the first 60 days of each trip outside the USA up to a \$50,000 lifetime maximum.		\$250 deductible and 20% coinsurance for medically necessary emergency care services beginning during the first 60 days of each trip outside the USA up to a \$50,000 lifetime maximum.		\$250 deductible and 20% coinsurance for medically necessary emergency care services beginning during the first 60 days of each trip outside the USA up to a \$50,000 lifetime maximum.	



Plan Details & Marketing Results Group Medicare Advantage (MA) + Prescription Drug (PD)

Medical Plan Comparison – Medicare Advantage

	Current Hartford Supplement – High/Low		Proposed BCBS TX MA – Open PPO	Proposed Humana MA – Open PPO
Medical Coverage				
	Member Pays		Member Pays	Member Pays
Part B Deductible	\$0	\$500	\$0	\$0
Medical Maximum Out-of-Pocket	\$500	\$1,500	\$0	\$0
Primary Care Visit	4% coinsurance	10% coinsurance	\$0	\$0
Specialist Visit	4% coinsurance	10% coinsurance	\$0	\$0
Inpatient Hospital Care	\$0		\$0	\$0
Outpatient Surgery	4% coinsurance	10% coinsurance	\$0	\$0
Inpatient Mental Health & Substance Abuse	\$0		\$0	\$0
	190 Days Lifetime Max		190 Days Lifetime Max	190 Days lifetime maximum
Outpatient Mental Health & Substance Abuse	4% coinsurance	10% coinsurance	\$0	\$0
Skilled Nursing Facility	\$0, Days 1-100		\$0, Days 1-100	\$0, Days 1-100
Urgent Care Center	4% coinsurance	10% coinsurance	\$0	\$0
Emergency Room	4% coinsurance	10% coinsurance	\$0	\$0
Ambulance	4% coinsurance	10% coinsurance	\$0	\$0
Durable Medical Equipment	4% coinsurance	10% coinsurance	\$0	\$0

Ancillary Benefit Coverage

	Current Coverage	Proposed BCBS TX MAPD	Proposed Humana MAPD Plan
Foreign Travel Coverage	\$250 deductible and 20% coinsurance for medically necessary emergency care services beginning during the first 60 days of each trip outside the USA up to a \$50,000 lifetime maximum.	\$0 for Emergency or Urgently Needed Care	20% coinsurance Limited to emergency Medicare-covered services. \$100 deductible per year, \$25,000 Maximum Benefit per year Or 60 consecutive days, whichever is reached first
Hearing	Medicare Covered Services only	\$0, Routine Hearing Exam - 1 per year. \$500 Allowance every 3 years, both ears combined	\$0, Routine Hearing Exam - 1 per year \$500 Allowance every 3 years, both ears combined Through TruHearing
Vision	Medicare Covered Services only	\$0, Routine Eye Exam - 1 per year \$100 Materials Allowance every 24 months Through EyeMed	\$0, Routine Eye Exam – 1 per year \$100 Materials Allowance per year Through EyeMed
Dental	Medicare Covered Services only	Medicare Covered Services	Medicare Covered Services
Chiropractic	Medicare Covered Services only	\$0 – 20 visits per year	\$0 – 20 visits per year
Acupuncture	Medicare Covered Services only	Medicare Covered Services	\$0 – 20 visits per year
Fitness Benefit	None	Included	Included

Pharmacy Comparison

	Current ESI Part D	Proposed BCBS TX Part D	Proposed Humana Part D (Illustrative)
	Member Pays	Member Pays	Member Pays
Rx Deductible	\$0	\$0	\$0
Retail 30 Day Supply			
Tier 1-A (Preferred Generics)			
Tier 1 (Generics)	\$15 Preferred/\$20 Standard	\$15 Preferred/\$20 Standard	\$15
Tier 2 (Brands)	\$30 Preferred/\$35 Standard	\$30 Preferred/\$35 Standard	\$30
Tier 3 (NP Brands)	\$50 Preferred/\$55 Standard	\$50 Preferred/\$55 Standard	\$50
Tier 4 (Specialty)	\$50 Preferred/\$55 Standard	\$50 Preferred/\$55 Standard	\$50
Retail 90 Day Supply			
Tier 1-A (Preferred Generics)			
Tier 1 (Generics)	\$45 Preferred/\$50 Standard	\$45 Preferred/\$50 Standard	\$45
Tier 2 (Brands)	\$90 Preferred/\$95 Standard	\$90 Preferred/\$95 Standard	\$90
Tier 3 (NP Brands)	\$150 Preferred/\$155 Standard	\$150 Preferred/\$155 Standard	\$150
Tier 4 (Specialty)	Limited to a one-month supply	Limited to a one-month supply	Limited to a one-month supply
Mail-Order 90 Day Supply			
Tier 1-A (Preferred Generics)			
Tier 1 (Generics)	\$30	\$30	\$30
Tier 2 (Brands)	\$60	\$60	\$60
Tier 3 (NP Brands)	\$100	\$100	\$100
Tier 4 (Specialty)	Limited to a one-month supply	Limited to a one-month supply	Limited to a one-month supply
Part D Coverage Specifications			
Rx Maximum Out-of-Pocket	N/A	\$2,000 (New Part D Requirement)	\$2,000 (New Part D requirement)
Rx Tiers	4 Tier	4 Tier	4 Tier
Drug Formulary	Most Comprehensive (Open)	Most Comprehensive (Open)	Most Comprehensive (Open)
Lifestyle Drugs Covered	No	Yes	Yes
All Non-Part D Drugs Covered	Yes	Yes	Yes
Utilization Management	Prior Authorizations, Quantity Limits, and Step Therapy	Prior Authorizations, Quantity Limits, and Step Therapy	Prior Authorizations, Quantity Limits, and Step Therapy
Coverage Gap	Full-Coverage	N/A for 2025	N/A for 2025
Catastrophic Coverage	Members Pay \$0	Members Pay \$0	Members pay \$0

Financial Analysis – Supplement + Part D

	Hartford Supplement & Express Scripts Rx*	Proposed United American Supplement & BCBS TX Rx	Proposed United American Supplement & Humana Rx	Proposed Transamerica Supplement & BCBS TX Rx	Proposed Transamerica Supplement & Humana Rx
Plan Year	2024	2025	2025	2025	2025
Medical PMPM – Low Option	\$179.03	\$155.00	\$155.00	\$179.00	\$179.00
Medical PMPM – High Option	\$247.00	\$239.00	\$239.00	\$242.00	\$242.00
Pharmacy only PMPM	\$248.38	\$223.00	\$259.58	\$223.00	\$259.58
Combined PMPM – Low Option	\$427.41	\$378.00	\$414.58	\$402.00	\$438.58
Combined PMPM – High Option	\$495.38	\$462.00	\$498.58	\$465.00	\$501.58
Annualized Cost – Low Option Supplement	\$36,522.12	\$31,620.00	\$31,620.00	\$36,516.00	\$36,516.00
Annualized Cost – High Option Supplement	\$877,344.00	\$848,928.00	\$848,928.00	\$859,584.00	\$859,584.00
Annualized – Pharmacy only	\$780,906.72	\$701,112.00	\$816,119.52	\$701,112.00	\$816,119.52
Total Annualized Cost	\$1,694,772.84	\$1,581,660.00	\$1,696,667.52	\$1,597,212.00	\$1,712,219.52
Total Annual Savings		\$113,112.84	+\$1,894.68	\$97,560.84	+\$17,446.68

*In-force rates do not include trend for 2025.

**Low Option and High Option Supplement pricing is based upon estimated 17 and 296 participants respectively for the 2025 plan year. Pharmacy only is based on 262 participants currently enrolled.

- RetireeFirst’s full suite of plan administration and retiree advocacy services are included in the above rates.
- Transamerica did not “map” the populations and requires all lives into a single supplement plan.

Financial Analysis - MAPD

	Hartford Supplement & Express Scripts Rx*	Proposed BCBS TX MAPD	Proposed Humana MAPD (Illustrative)
Plan Year	2024	2025	2025
Medical PMPM – Low Option	\$179.03		
Medical PMPM – High Option	\$247.00		
Pharmacy only PMPM	\$248.38		
Combined PMPM – Low Option	\$427.41		
Combined PMPM – High Option	\$495.38	\$432.00**	\$457.85**
Annualized – Low Option Supplement	\$36,522.12		
Annualized – High Option Supplement	\$877,344.00		
Annualized – Pharmacy only	\$780,906.72		
Annualized - MAPD		\$1,622,592.00	\$1,708,696.20
Total Annualized Cost	\$1,694,772.84	\$1,622,592.00	\$1,708,696.20
Total Annualized Savings		(\$72,180.84)	+\$13,923.36

*In-force rates do not include renewal trend for 2025.

MAPD Pricing is based upon full replacement of 313 participants for the 2025 plan year. Proposed MAPD plans offer 100% medical coverage w/ Open (Passive) PPO network, mirrors/improves current PDP plan, and includes additional ancillary benefits. **BCBS TX agreed to a 2nd year rate cap of 5%.

- RetireeFirst’s full suite of plan administration and retiree advocacy services are included in the above rates.
- Total Cost for MAPD is higher due to low supplement members being “upgraded” to higher cost plan, and 50 current supplement members who are not currently enrolled in County’s Part D plan through ESI.

A Win-Win Solution

Plan Sponsors Win!

- Potential to reduce short- and long-term financial liabilities while maintaining or improving in-force plan design
- A designated day-to-day client service team
- Reduction of incoming retiree calls to the benefit department.
- Improved member satisfaction
- Administrative support that reduces benefit staff workload and gives staff back valuable hours in their day
- Premium stabilization

Retirees Win!

- Easily accessed, live 1-on-1 support from a licensed and trained Retiree Healthcare Advocate
- Benefit education, guidance and enrollment support
- Outbound calls made on retiree's behalf
- Complete issue resolution with closed loop process
- Health & Wellness program engagement
- Navigation to lower costing drug or benefit alternatives
- Preservation or enhancement of healthcare benefits and peace of mind

Questions?

RetireeFirst

Colby Heiner

Vice President, Central Region

P: 480-319-4364

E: cheiner@RetireeFirst.com

**Group Retiree Medicare Advantage with Prescription Drug (MAPD) Financial Rate Summary
prepared for: Brazoria County**

Plan: MAPD - BCBSTX - Brazoria County - 2025

Rate Period: 1/1/2025 - 12/31/2025

MAPD Rate - **\$432.00 PMPM**

Medical Coverage	Member Pays
Medical Deductible	\$0
Medical Maximum Out-of-Pocket	N/A
Primary Care Visit	\$0
Specialist Visit	\$0
Inpatient Hospital Care	\$0 per admit
Outpatient Surgery	\$0
Inpatient Mental Health & Substance Abuse	\$0 per admit
Outpatient Mental Health & Substance Abuse	\$0
Skilled Nursing Facility	\$0, Days 1-100
Urgent Care Center	\$0
Emergency Room	\$0
Ambulance	\$0
Durable Medical Equipment	\$0
Ancillary Benefit Coverage	
Foreign Travel Coverage	\$0, Emergency Room & Urgently Needed Care
Hearing	\$0, Routine Hearing Exam - 1 per year \$500 Allowance - both ears - every 36 months -Must Use TruHearing
Vision	\$0, Routine Eye Exam - 1 per year \$100 Allowance - every 24 months -EyeMed
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	N/A
Fitness Benefit	Included

Medical MAPD Stipulations

- National Passive Preferred Provider Organization Network: Plan is accepted wherever Medicare is accepted in all 50 states including U.S. Territories.
- 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 or EGWP plans there may be changes to the rates and/or benefit provisions. If 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.

Group Retiree Medicare Advantage with Prescription Drug (MAPD) Financial Rate Summary
prepared for: Brazoria County

Pharmacy Coverage	Member Pays
Prescription Deductible	\$0
Retail 30 Day Supply	
Tier 1-A (Preferred Generics)	\$15 Preferred / \$20 Standard
Tier 1 (Generics)	\$15 Preferred / \$20 Standard
Tier 2 (Brands)	\$30 Preferred / \$35 Standard
Tier 3 (NP Brands)	\$50 Preferred / \$55 Standard
Tier 4 (Specialty)	\$50 Preferred / \$55 Standard
Retail 90 Day Supply	
Tier 1-A (Preferred Generics)	\$45 Preferred / \$50 Standard
Tier 1 (Generics)	\$45 Preferred / \$50 Standard
Tier 2 (Brands)	\$90 Preferred / \$95 Standard
Tier 3 (NP Brands)	\$150 Preferred / \$155 Standard
Tier 4 (Specialty)	Limited to one-month supply
Mail-Order 90 Day Supply	
Tier 1-A (Preferred Generics)	\$30
Tier 1 (Generics)	\$30
Tier 2 (Brands)	\$60
Tier 3 (NP Brands)	\$100
Tier 4 (Specialty)	Limited to one-month supply
Part D Coverage Specifications	
Prescription Maximum Out-of-Pocket	\$2,000 CMS Requirement
RX Tiers	5 Tier
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 2025
Catastrophic Coverage	Members pay \$0

Prescription MAPD Stipulations

- The catastrophic coverage for 2025 member cost share post-TrOOP (\$2000) is \$0.
- Pharmacy network of over 60,000+ locations including all major chains, supermarkets, and independently owned pharmacies



Brazoria County

Legislation Details (With Text)

File #:	15670	Version:	1
Type:	Discussion - Purchasing Department	Status:	Adopted
File created:	4/15/2024	In control:	Commissioners Court
On agenda:	4/23/2024	Final action:	4/23/2024
Title:	Agreement with Retiree First LLC - Post 65 Health Benefits Consultant		
Sponsors:			
Indexes:	Agreement		
Code sections:			
Attachments:	1. Summary.pdf, 2. Brazoria County_RetireeFirst agreement DRAFT v.3.pdf, 3. 6807 - Contract Executed, 4. 6807 - Amendment 1 Executed, 5. 6807 - Amendment 2 Executed, 6. 6807 - Amendment 3 Executed, 7. 7981 - Contract Executed		

Date	Ver.	Action By	Action	Result
4/23/2024	1	Commissioners Court	APPROVED	Pass

Agreement with Retiree First LLC - Post 65 Health Benefits Consultant

Upon final review by the District Attorney's Office - Civil Division, approve an agreement with Retiree First LLC, of Mount Laurel, New Jersey for consulting and administrative services for Post 65 Health Benefits.

The agreement is utilizing an interlocal agreement with the City of Denton, Texas and their solicitation for Post 65 Health Benefits.

Additionally, any fees will be paid using fiscal year 2024 health benefits budget.

Further, that the County Judge be authorized to sign any and all documents relating to the agreement with Retiree First.

RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT

THIS RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is entered into as of the 1st day of January 2025 (the “Effective Date”), by and between **BRAZORIA COUNTY, TEXAS**, with principal offices located at 111 E. Locust St. Angleton, TX 77515 (the “Client”), and **RETIREE FIRST LIMITED LIABILITY COMPANY** with offices located at 1000 Midlantic Dr., Mount Laurel, NJ 08054 (the “Manager”). Client and Manager are referred to here individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Client provides health benefits for eligible participants;

WHEREAS, Manager provides management and administrative services relating to retirement health benefit products and contracts for multi-employer group health plans, municipal health benefit funds, university health plans, and other organizations; and

WHEREAS, Client desires to engage Manager in connection with the management of certain retiree group health benefits on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows.

1. Engagement of Manager.

1.1. Engagement. Client hereby engages Manager to perform, and Manager hereby agrees to perform, retiree health benefit plan management and administration services as set for in accompanying Scope of Work.

1.2. Scope. Unless otherwise mutually agreed by the Parties, no services other than those identified in this Agreement and in the Financial Rate Summary(ies) and Scope of Work hereto are included within the scope of this Agreement.

2. Plan Design. The Parties will set forth the plan design, Insurance Vendor, and rates in Financial Rate Summary(ies) attached as an addendum to this agreement for the period effective January 1, 2025, through December 31, 2025 (the “Initial Plan Year”) once finalized.

3. Service Fees. Manager’s compensation for services identified on the accompanying Scope of Work is included in all rates secured for Client as outlined in Financial Rate Summary(ies).

4. Termination.

4.1. Term. This Agreement is effective as of the Effective Date and shall terminate and expire on December 31, 2025 (the end of the Initial Plan Year); *however*, this Agreement will renew for successive one-year (1-year) periods at the Insurance Vendor’s Renewal Rate disclosed by Manager in writing to Client at least ninety days (90 days) prior to the end of the then current plan year, unless upon written agreement by the parties.

4.2. Termination. Either Party may terminate this Agreement at any time upon a material breach by the other Party of such Party’s obligations under this Agreement or under the Business Associate Agreement attached to this Agreement (or any similar agreement entered into by the Parties in connection herewith); *provided, however*, that the Party alleging a breach shall provide the other Party with

written notice describing the facts and circumstances of the alleged breach in reasonable detail, and the Party alleged to be in breach shall have a period of not less than thirty (30) days in which to cure such alleged deficiency. Upon termination of the Agreement, Manager will release to Client or to a successor administrator, all Client records, data, and files (including copies thereof) within a reasonable time period following the termination date, not to exceed 60 days following the effective date of termination of the Agreement.

4.3. This Agreement shall terminate upon Brazoria County's failure to appropriate the required monetary funds to meet its obligations pursuant to the Agreement. In the event of termination for failure to appropriate the necessary funds, Brazoria County shall give Retiree First thirty (30) days' notice of its necessity to terminate the Agreement.

5. Confidentiality.

5.1. Business Confidential Information. Each party acknowledges that performance of the Agreement may involve access to and disclosure by each Party of its proprietary and nonpublic information including, without limitation, business plans, data, rates, procedures, materials, lists, systems and information (collectively "**Business Confidential Information**"). No Business Confidential Information shall be disclosed to any third party other than a party's representatives who have a need to know such Business Confidential Information in relation to administration of the Client, and provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them, except disclosures required by law, including pursuant to the Texas Public Information Act. All such Business Confidential Information must be maintained in strict confidence. Any documents disclosed to a third party shall only be disclosed as required by applicable law, including the Texas Public Information Act.

5.2. Protected Health Information. Each Party acknowledges that the terms of this Agreement may involve the sharing of Protected Health Information (as such term is used in the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)) of the Client's participants. As a condition precedent to each Party's obligations under this Agreement, the Parties shall each execute and deliver a Business Associate Agreement ("BAA") in substantially the form attached hereto, or a similar agreement containing such terms as may be mutually agreed upon by the Parties and meeting the requirements of HIPAA and any other applicable law. The parties executed BAA is attached hereto as exhibit XXX and incorporated herein for all purposes. To the extent there is any conflict between the provisions of this Agreement and the BAA, the terms of the BAA shall govern.

5.3. General Provisions. Upon termination of the Agreement, each party, upon the request of the other, will promptly return or destroy all copies of the other Party's Business Confidential Information (including any Protected Health Information of Client's Participants, in the case of Manager) in its possession or control except to the extent such confidential information must be retained pursuant to applicable law.

6. Indemnification.

6.1. Indemnification by Manager. Manager shall indemnify, defend and hold harmless Client, its trustees, administrators, officers, directors, employees, agents, affiliates, predecessors, successors and assigns (acting in their capacities as such, but not as Client Participants) (collectively, the "Client Released Parties") from and against any and all claims, suits, losses, liabilities, inquiries, investigations, costs, reasonable attorneys' fees, monetary penalties, and damages incurred by any Client Released Party as a result, directly or indirectly, of Manager's gross negligence, willful misconduct, fraud or material breach of this Agreement.

6.2. Procedure. The Client seeking indemnification may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, Manager, provided that in doing so it shall be deemed to have waived its right to indemnification pursuant to this Agreement, except in cases where the indemnifying party, Manager, has declined to defend against the claim.

7. Notices. Any notice or other communication required or permitted hereunder shall be effective if delivered to the other Party in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email, or by certified or registered mail (in each case, return receipt requested, postage prepaid), to the following addresses:

If to Manager:

RETIREE FIRST
1000 Midlantic Dr., Suite 100
Mount Laurel, NJ 08054
Attn: Anthony Frasco
AFrasco@retireefirst.com

If to Client:

BRAZORIA COUNTY, TEXAS
Purchasing Director
Attn: Susan P Serrano
Email sserrano@brazoriacountytx.gov

8. 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 or Retiree First LLC. 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.

9. Miscellaneous.

9.1. Amendments; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance. No waiver of a breach shall waive or excuse any different or subsequent breach.

9.2. Severability. Any provision of this Agreement that is determined by a Court of competent jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement's remaining provisions, to the maximum extent permitted by applicable law.

9.3. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the entire and exclusive understanding between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.


9.4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions or rules thereof or of any other jurisdiction to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.


9.5. Counterparties. This Agreement may be executed in counterparts and by facsimile, email or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set forth below (but effective as of the Effective Date).

CLIENT:**MANAGER:****BRAZORIA COUNTY, TEXAS****RETIREE FIRST**

By: 
Name: L.M. "Matt" Sebesta
Title: County Judge
Date: 05/30/24

By: 
Name: David Zawrotny
Title: CSO
Date: 5/13/24

HIPAA BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is effective as of January 1, 2025, (the “Effective Date”), by and among Retiree First LLC with offices located at 1000 Midlantic Drive, Suite 100, Mount Laurel, New Jersey 08054 (hereinafter referred to as “Business Associate”), including all subsidiaries and affiliates, and Brazoria County, Texas (hereinafter referred to as “Covered Entity”). This Agreement supersedes any previous Business Associate Agreement between the parties hereto.

WHEREAS, Covered Entity must disclose PHI to Business Associate for purposes of a function or activity of Covered Entity relating to PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and security of PHI received by or disclosed to Business Associate in compliance with the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 (the “HIPAA Rules”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and

WHEREAS, Covered Entity and Business Associate agree that this Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of Covered Entity, will be handled between Business Associate and Covered Entity and with third parties during the term of the Business Associate Agreement and after its termination.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and below, the parties hereby agree as follows:

Definitions.

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.

“Designated Record Set” (45 C.F.R. §164.501) means a group of records maintained by or for Covered Entity that is (i) the medical records and/or billing records about individuals maintained by or for a covered health care provider; or (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Covered Entity to make decisions about individuals.

“Electronic Protected Health Information” or “EPHI” (45 C.F.R. §160.103) means individually identifiable health information transmitted by Electronic Media or maintained in Electronic Media.

“Electronic Media” (45 C.F.R. §160.103) means (1) electronic storage media on which data is or may be recorded electronically, including devices in computers (hard drives) and any removable/transportable digital memory medium, such as a magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

“Individual” (45 C.F.R. §160.103) means the person who is the subject of Protected Health Information.

“Individually Identifiable Health Information” (45 C.F.R. §160.103) means information, including demographic information, collected from an individual that (i) is created or received by a healthcare provider, health plan, employer or healthcare clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Protected Health Information” (“PHI”) (45 C.F. R. §160.103) means Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.

“Security Breach” (as defined under 45 C.F.R. §164.402, including certain exceptions) means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of HIPAA which compromises the security or privacy of such information, but excludes those disclosures specified as excluded from the definition of “Breach” in 45 C.F.R. §164.402.

“Security Incident” (45 C.F.R. §164.304) means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

All terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA.

Use and Disclosure of PHI.

Business Associate may only use or disclose PHI solely for the purpose of performing the service and/or functions for which Covered Entity has retained Business Associate, subject to the terms and conditions of this Agreement.

Business Associate agrees to use PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity only as permitted or required by this Agreement or as otherwise required by law. All such uses and disclosures also shall be in compliance with each applicable requirement of 45 C.F.R. §164.504(e). Business Associate shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not,

use or disclose PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in any manner that would constitute a violation of the rules governing the use of such information contained in 45 C.F.R. Part 160 and 164, if used in such a manner by Covered Entity, except for the specific uses and disclosures set forth below.

Except as otherwise limited in this Agreement, Business Associate (1) may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; (2) may disclose PHI for the proper management and administration or to carry out the legal responsibilities of the Business Associate provided (a) that disclosures are Required by Law (as defined in 45 C.F.R. §164.103) or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and (3) may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B). Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Business Associate or Covered Entity has obtained a valid HIPAA-compliant authorization from the individual that specifies whether the PHI can be further exchanged for remuneration by Business Associate.

Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and agrees to comply with the following provisions concerning Electronic Protected Health Information. Business Associate will:

Implement or maintain administrative, physical and technical safeguards designed to reasonably protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by HIPAA, including without limitation, 45 C.F.R. §§164.308, 164.310, and 164.312; and

In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

Policies and Procedures. Business Associate agrees to implement reasonable and appropriate policies and procedures to comply with HIPAA, pursuant to 45 C.F.R. §164.316. Business Associate also agrees to maintain such policies and procedures in written or electronic form and will document and retain such documentation regarding all actions, activities and assessments required under the HIPAA Rules consistent with 45 C.F.R. §164.316(b).

Training. Business Associate agrees that it will implement a security awareness and training program in accordance with 45 C.F.R. § 164.308(a)(5).

Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

Reporting of Disclosures of PHI. Business Associate shall report to Covered Entity as soon as reasonably practicable following its discovery of any Security Incident, Security Breach or use or disclosure of PHI in violation of this Agreement of which it becomes aware, but in no case more than three (3) days after such discovery. Business Associate shall take prompt corrective action to cure any deficiencies and will take any action pertaining to such Security Breach/Incident required by applicable federal and state laws and regulations. Business Associate shall set forth any available information that the Covered Entity is required to include in notification to an individual under 45 C.F.R. §164.404(c). To the extent Business Associate coordinates and assists Covered Entity in providing notice of the Security Breach/Incident to Individuals, the media or the United States Secretary of Health and Human Services (the “Secretary”), Business Associate agrees to do so in accordance with 45 C.F.R. §164.404, 45 C.F.R. §164.406 and 45 C.F.R. §164.408, as applicable.

Notwithstanding the foregoing, the parties acknowledge and agree that this Section 7 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “Unsuccessful Security Incidents” means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.

Agreements with Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, which creates, receives, maintains, or transmits PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information by entering into a contract or other arrangement that complies with 45 C.F.R. §164.314. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI. Business Associate shall disclose to such subcontractors or agents only the minimum PHI necessary (as defined under the HIPAA Rules) to perform or fulfill a specific function required or permitted under this Agreement.

Access to Information. Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set to an individual or Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524.

Amendments/Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to in accordance with the requirements of 45 C.F.R. §164.526, or to make PHI available to Covered Entity as it may require to fulfill Covered Entity’s obligations to amend PHI pursuant to HIPAA, or to take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. §164.526.

Accounting of Disclosures. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. Business Associate agrees to respond to requests from Covered Entity or an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

Restrictions. Business Associate agrees to respond to requests by an Individual for restrictions on the use and disclosure of PHI in accordance with 45 C.F.R. §164.522 (or implement a restriction agreed to by Covered Entity), including requests for confidential communications, and to notify Covered Entity immediately regarding any restrictions to which Business Associate agrees.

Compliance. For purposes of the Secretary determining Covered Entity's and Business Associate's compliance with the HIPAA Rules and HIPAA, Business Associate agrees to make internal practices, books, and records, including PHI and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary.

Return of PHI Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to EPHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2, paragraph 3, which applied prior to termination;

Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Covered Entity agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

Termination. Covered Entity shall (i) provide Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach to Covered Entity's satisfaction within the stated time period. Failure to cure the alleged breach to Covered Entity's satisfaction within such time periods is grounds for immediate termination of the Agreement; provided, however, that in the event that Covered Entity determines that termination of the Agreement is not feasible, Business Associate hereby acknowledges that Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of the Agreement to the contrary. To the extent that Business Associate knows of a pattern of activity or practice of

Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate will take reasonable steps to assist Covered Entity in curing the breach or ending the violation, and if such steps are unsuccessful, Business Associate may terminate this Agreement, if feasible. If termination is not feasible, Business Associate may report the problem to the Secretary.

No Third Party Beneficiaries. Nothing in the Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Notwithstanding the foregoing, Business Associate agrees to permit assignment of any claim against Business Associate by Covered Entity to Covered Entity's insurance carrier or other assignee.

Covered Entity's Obligations. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure use of PHI.

Miscellaneous.

Regulatory References. A reference in the Agreement to a section in the HIPAA Rules means the section as in effect or as amended from time to time.

Amendment. The parties hereto agree to take such action to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto.

Survival. The respective rights and obligations of Business Associate under Section 14 of this Agreement shall survive the termination of this Agreement.

Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date one day after such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (ii) deposited with a commercial overnight delivery service with delivery fees paid.

Governing Law. This Agreement shall be governed by the internal laws of the state of Texas.


Signatures. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully executed original. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

Attorney's Fees. If either party shall breach this Agreement, the non-breaching party shall be entitled to recover, in addition to other damages, reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on and effective as of the date first written above.

COVERED ENTITY
Brazoria County, Texas

By: 

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

BUSINESS ASSOCIATE
Retiree First LLC

By: 

Name: David Zawrotny
Title: CSO

EMPLOYER GROUP WAIVER PLAN (EGWP) AND MEDICARE SUPPLEMENT 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. 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;
3. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group Employer Group Waiver Plan (EGWP) Part D Plan and Medicare Supplement Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plans");
4. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
5. Provide implementation manager experienced in Employer Group Waiver Plan (EGWP) Part D and Medicare Supplement plans to manage the transition process and is a dedicated point of contact for Client.
6. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;
7. Obtain from Center for Medicare Services ("CMS") an electronic eligibility return file;
8. Host a kick-off meeting/retiree educational seminar (including providing advocates after the meeting for one-on-one individual meetings if needed) if applicable;
9. 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. 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 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 Vendors 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 average call times, so problems can be identified for individual members;
 - b. Call Recordings – Provide individual call recording summaries upon request.
9. Coordinate with Insurance Vendors 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 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 proactive 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 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 if formulary disruptions occur;
 - k. Assist with provider selection and alternative provider assistance;
 - l. Make resolution calls to all 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;
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);
- 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 and file Group Creditable Coverage attestation filing.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.36.

8/27/2024

Agreement with TFS Energy Solutions, LLC d/b/a Tradition Energy

Approve an agreement TFS Energy Solutions, LLC d/b/a Tradition Energy, of Stamford, CT, Texas Broker Registration Number BR190190, to provide Natural Gas procurement advisory services, per the attached.

The County will utilize the services to procure a Natural Gas vendor for the Brazoria County Sheriff's Office, through an interlocal agreement with Omnia Partners purchasing cooperative.

Further, that the County Judge be authorized to sign any and all documents necessary to execute the agreement on behalf of the County.

Summary – Tradition Energy

Tradition Energy is currently contracted with Omnia Partners purchasing cooperative to provide energy procurement advisory services which includes seeking offers on the County's behalf for a variety of energy services.

Currently, the County is contracted with Symmetry for Natural Gas services at the County Sheriff's Office, our only location for natural gas.

It is the recommendation of Purchasing that we seek other sources for Natural Gas services in order to take advantage of a competitive market to lower costs.

Tradition Energy was procured through a solicitation with City of Mesquite, Texas as lead agency for Omnia Partners.

Dear Client:

This letter ("Letter") confirms your engagement of TFS Energy Solutions, LLC d/b/a Tradition Energy ("Tradition"), Texas Broker Registration Number BR190190, to provide certain energy procurement advisory services according to the terms set forth herein.

The parties agree that the terms of this Letter shall continue until either party tenders written or electronic notice to the other of cancellation.

Client hereby agrees to retain Tradition as its exclusive energy management, for Natural Gas suppliers only, and procurement advisor and authorizes Tradition to request billing history, invoices and contracts on its behalf from applicable third party energy suppliers, for Natural Gas only.

Tradition hereby agrees to perform energy management and/or procurement advisory services for Client, which shall consist of the following services:

- Data collection analysis and dissemination to third party energy management, for Natural Gas only, and/or commodity suppliers (which may include, but are not limited to, suppliers for electricity, natural gas, transportation fuel, RECs, and load management services);
- Pricing and contractual review and assistance with negotiation of contract terms and conditions;
- Delivery of price discovery results of the sourcing effort and analysis and recommendations for energy contracts (Natural Gas only); and
- Assistance with contract execution with third party energy suppliers (Natural Gas only).

If Client enters into a third party energy supply agreement, with a Natural Gas supplier, based on Tradition's engagement, Client shall also receive the following services:

- Ongoing market monitoring and intelligence; and
- Access to Tradition's proprietary TEAMView web portal.

Client understands that nothing contained in this Letter obligates Client to pay Tradition for these services unless Client chooses to enter into an agreement directly with a third party energy supplier for Natural Gas. In that event, Client understands that Tradition's fee (as set forth in the Tradition - U.S. Communities contract for Energy Consulting and Management Services Agreement No. 2018-017 available through Omnia Partners, Public Sector) will be included in the price the Client pays for energy on the bill received from the energy supplier or utility, as applicable.

Please confirm that you are in agreement with the terms of this Letter by signing below. For questions about this Letter, please contact Tradition's Senior Director, Bob Wooten, via telephone: 713.609.9929 or email: Bob.Wooten@traditionenergy.com.

ENTER CLIENT NAME HERE:

By: _____
Name: _____
Title: _____
Date: _____
Contact: _____
Address: _____
Phone Number: _____
Email: _____

Complaints and inquiries regarding Tradition Energy's broker services should be directed to the Public Utility Commission of Texas, Customer Protection Division, Telephone: 1-888-782-8477, Email: customer@puc.texas.gov.

**CONSULTING SERVICES CONTRACT FOR ENERGY CONSULTING AND
MANAGEMENT SERVICES
WITH TFS ENERGY SOLUTIONS, LLC**

THIS CONTRACT is made and entered into by and between the **CITY OF MESQUITE**, a Texas municipal corporation, of Dallas County, Texas, (hereinafter called "City") and **TFS ENERGY SOLUTIONS, LLC** d/b/a Tradition Energy, a Delaware limited liability company duly authorized to transact business in the State of Texas, with an address of 9 West Broad Street, Suite 9, Stamford, CT 06902-3734 (hereinafter called "Consultant").

1. PURPOSE

The purpose of this Contract is to state the terms and conditions under which Consultant shall provide Energy Consulting and Management Services.

2. DESCRIPTION OF SERVICES

Consultant's services hereunder shall consist of the following:

A. Consultant shall perform all the services as set forth in City's Request for Proposals No. 2018-017 (the "RFP"), attached to and incorporated into this Contract as Exhibit A, and Consultant's Technical Proposal of January 26, 2018, Cost Proposal of May 8, 2018, and Response to Clarification Questions of March 15, 2018, all three documents attached to and incorporated into this Contract as Exhibit B (hereinafter collectively referred to in this Contract as "Proposal"); provided, however, should there be any conflict between the terms of the Proposal and the terms of the RFP, the terms of the RFP shall control, and should there be any conflict between the terms of the RFP and the terms of this Contract, the terms of this Contract shall be final and binding.

B. Consultant shall work closely with City's Director of Finance, or the Director's designee (hereinafter referred to as "Director"), and other appropriate City officials as directed and shall perform any and all related tasks required by the Deputy in order to fulfill the purposes of this Contract.

C. Consultant shall deliver to the Director all reports and related documents, information, or other data which are required to be produced and given to City in performing services under this Contract (hereinafter called "deliverables") in the format required by the Director.

3. PERFORMANCE OF SERVICES

Consultant and its employees or associates shall perform all the services under this Contract. Consultant represents that all its employees or associates who perform services under this Contract shall be fully qualified and competent to perform the services described in Section

4. TERM

The term of this Contract shall be one year, beginning on May 17, 2018, and ending on May 16, 2019, unless extended by City, at its sole option and discretion, for up to additional six (6) one-year Terms in accordance with City's RFP. Consultant understands and agrees that time is of the essence for any applicable timetable agreed to by the parties. All deliverables are to be completed and delivered to City by the termination date, or by the milestone or completion date or dates provided in a performance schedule agreed upon between Consultant and the Director, unless an extension of time, based upon good reasons presented by Consultant, is approved by the Director.

5. PAYMENT FOR SERVICES

In consideration of the services to be performed by Consultant under the terms of this Contract, City shall pay Consultant at the prices set forth in the Price List in the Consultant's Proposal, for Basic services actually performed, a fee in the not-to-exceed amount of \$35,000.00, paid directly to Consultant as provided in Consultant's Proposal. If other conditions necessitate Additional services or a change in services as provided in Section 6, any increase in compensation must be authorized and funded in advance by supplemental agreement duly signed by the City Manager, attested to by the City Secretary, and approved as to form by the City Attorney. Consultant's charges for its services are not to exceed similar charges of Consultant for comparable services to other customers. Payments made directly to Consultant shall be in the amount shown by the itemized billings and other documentation submitted and shall be subject to the Director's approval. All services shall be performed in accordance with reasonable industry standards, and City shall not be liable for any payment under this Contract for services which are not consistent with such standards and which have not been approved by the Director prior to commencement of services. The final payment due under this Contract will not be paid until the required deliverables have been received in the format agreed-upon by the parties. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to City from Consultant, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to City has been reduced to judgment by a court.

6. CHANGE IN SERVICES

City, acting through its Director, may request from time to time changes in the scope or focus of the activities conducted or to be conducted by Consultant pursuant to this Contract. Any change in the scope or focus which varies significantly from the scope of services set out in Section 2 and would entail a significant increase in cost or expense to Consultant shall be mutually agreed upon by Consultant and the Director in writing. Changes in the scope which in the opinion of Consultant and the Director would justify an increase in compensation requiring additional funding by City must first be authorized as described in Section 5.

7. CONFIDENTIAL WORK

No deliverables or other information which consists of information given by City to Consultant to assist Consultant's performance under this Contract or was based on such information (minus that portion which consists of Consultant Property which is hereinafter defined) developed by, given to, prepared by or assembled by Consultant under this Contract ("Developed Works") shall be disclosed or made available to any third party individual or organization by Consultant without the express prior written approval of the Director.

8. OWNERSHIP OF DOCUMENTS

Upon acceptance or approval by City, the Developed Works shall become the sole property of City and shall be delivered to City, without restriction on future use. Consultant may make copies of any and all deliverables and related documents or items for its files. By execution of this Contract and in consideration of the fee for services to be paid under the Contract, Consultant hereby conveys, transfers and assigns to City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Developed Works. City agrees that Consultant shall remain the exclusive owner of and retain all right, title and interest in all products, services, documentation, modifications to documentation, processes, know-how, techniques, software and other products and inventions of Consultant (the "Consultant Property"). Consultant may, in connection with the performance of the services delivered under the Contract, including the delivery of the Developed Works, use, modify, create, acquire or otherwise obtain rights in, ideas, procedures, processes, know-how, techniques, and software, all of which shall also be included in the Consultant Property. Consultant acknowledges that the Consultant Property shall not include any of the Developed Works or City confidential information or tangible or intangible property, and Consultant shall have no ownership rights in such property.

9. CONSULTANT'S LIABILITY

Approval of City shall not constitute or be deemed a release of the responsibility and liability of Consultant, its employees, agents, associates, or subconsultants for the accuracy and competency of the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants, as required under this Contract. In addition, approval of City shall not be deemed to be the assumption of any responsibility by City for any defect, error, or omission in the deliverables prepared by Consultant, its employees, agents, associates, or subconsultants.

10. COMPLIANCE WITH LAWS AND REGULATIONS

This Contract is entered into subject to and controlled by the Charter and ordinances of the City of Mesquite, as amended, and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Consultant shall, during the course of performance of this Contract, comply with all applicable City codes and ordinances, as amended and all applicable State and Federal laws, rules and regulations, as amended. In particular, Consultant is put on notice that City will require the Consultant to comply with Chapter 176 of the Texas Local Government Code by completing the attached Conflict of

Interest questionnaire (FORM CIQ) and returning the completed FORM CIQ to the CITY. Additionally, Consultant must comply with Section 2252.908 of the Texas Government Code, which was enacted in 2015 by the Texas Legislature pursuant to HB 1295, providing that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further, information regarding the disclosure of interested parties law and instructions on filing FORM 1295 can be found at the Texas Ethics Commission website at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Failure to comply with any applicable laws, including Chapter 176, may result in: (1) the forfeiture by Consultant of all benefits of this Contract; (2) the retainage by City of all services performed by Consultant; and (3) the recovery by City of all consideration, or the value of all consideration, paid to Consultant pursuant to this Contract.

11. INDEPENDENT CONSULTANT

Consultant's status shall be that of an independent Consultant and not an agent, servant, employee, or representative of City in the performance of the services under this Contract. Consultant shall exercise independent judgment in performing services under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Consultant in the performance of this Contract shall be construed as making Consultant the agent, servant or employee of City, or making Consultant or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

12. INDEMNITY AND LIMITATION OF LIABILITY

Consultant agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Consultant's breach of any of the terms or provisions of this Contract, or by any negligent or strictly liable act or omission of Consultant, its officers, agents, employees or subconsultants, in the performance of this Contract. The provisions of this paragraph are solely for the benefit of the parties to this Contract and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Except for claims based upon Consultant's willful misconduct or gross negligence, Consultant's liability shall not exceed Consultant's aggregate compensation received as a result of this Contract in the twelve (12) month period immediately preceding the date on which the claim arose. In no event shall Consultant be liable for consequential, incidental, punitive, exemplary or indirect damages, including, without limitation, lost profits or lost opportunities or any other business interruption damages, in tort, contract or otherwise.

13. INSURANCE REQUIREMENTS

A. Consultant shall procure, pay for, and maintain during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to City, the minimum insurance coverage contained in the RFP.

B. Approval, disapproval or failure to act by City regarding any insurance supplied by Consultant or its subconsultants shall not relieve Consultant of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. The bankruptcy or insolvency of Consultant's insurer or any denial of liability by Consultant's insurer shall not exonerate Consultant from the liability or responsibility of Consultant set forth in this Contract.

14. GIFT TO PUBLIC SERVANT

City may terminate this Contract immediately if Consultant has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Consultant to remove any employee of Consultant from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

15. ASSIGNMENT

This Contract provides for unique consulting services. Consultant, therefore, shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of City's Director.

16. TERMINATION

City's Director may, at its option and without prejudice to any other remedy City may be entitled to at law, in equity or elsewhere under this Contract, terminate further work under this Contract in whole or in part for cause or for the convenience of City by giving at least twenty (20) days advance written notice of termination to Consultant, with the understanding that all performance being terminated shall cease as of a date to be specified in the notice. City also has the right to request that Consultant assign and transfer to City all of Consultant's rights and obligations under existing subcontracts it has to perform Contract work in the event of termination under this Section. City shall compensate Consultant in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, following inspection and acceptance of same by City's Director. Consultant shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.

17. NOTICES

Except as otherwise provided in Section 18, any notice, payment, statement, or demand required or permitted to be given under this Contract by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If intended for City, to:

Debbie Mol, Director of Finance
757 North Galloway Avenue
Mesquite, Texas 75149

If intended for Consultant, to:

Brian McDermott, Executive Director and Head of Operations
9 West Broad Street, 9th Floor
Stamford, CT 06902

18. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Consultant shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, military or veteran status, genetic characteristics, or disability unrelated to job performance. Consultant shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. Consultant agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.

B. If Consultant fails to comply with the equal employment opportunity/nondiscrimination provisions of this Contract, it is agreed that City at its option may do either or both of the following:

(1) Cancel, terminate or suspend this Contract in whole or in part.

(2) Declare Consultant ineligible for further City contracts until it is determined to be in compliance.

19. RIGHT OF REVIEW AND AUDIT

City may review any and all of the services performed by Consultant under this Contract. City is granted the right to audit, at City's election, all of Consultant's records and billings relating to the performance of this Contract. Consultant agrees to retain such records for a

minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to City's rights as may be disclosed by an audit under this section.

20. VENUE

The obligations of the parties to this Contract shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Contract, exclusive venue shall lie in Dallas County, Texas.

21. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

22. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

23. MISCELLANEOUS

A. Pursuant to Section 2270.002, Texas Government Code, Consultant hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. Consultant further represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

23. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Contract is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Contract to be executed.

24. CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

25. SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties and their respective administrators, successors and, except as otherwise provided in this Contract, their assigns.


26. ENTIRE AGREEMENT; NO ORAL MODIFICATIONS

This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED this the 17th day of May, 2018, by City, signing by and through its City Manager, duly authorized to execute same by the City Council, and by Consultant.

**CITY OF MESQUITE
(CITY)**

By: _____


Cliff Keheley, City Manager

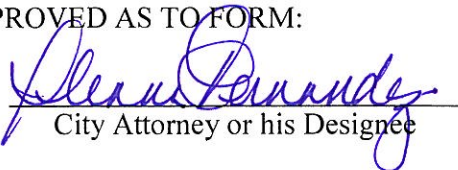
ATTEST:

By: _____


Sonja Land, City Secretary

APPROVED AS TO FORM:

By: _____


City Attorney or his Designee

**TFS ENERGY SOLUTIONS, LLC
(CONSULTANT)**

By: _____


Alan Kurzer, CEO and Manager

By: _____

Printed
Name:

Alan Kurzer

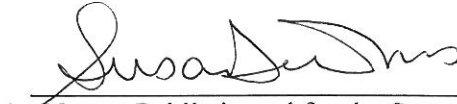
Title: _____

CEO and Manager

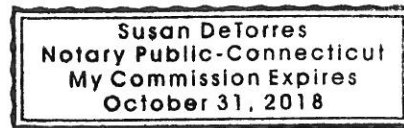
Acknowledgment

State of CONNECTICUT, County of
Fairfield:

Before me the undersigned authority of this date personally appeared Alan Kurzer, known to be the person whose name is subscribed to the foregoing document and known to me to be the Chief Executive and Manager of TFS Energy Solutions, LLC, and acknowledged to me that he/she executed said document with full authority to do so and for the purposes and consideration expressed therein. Given under my hand and seal of office the 12th day of July 2018.



Notary Public in and for the State of CONNECTICUT





COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.37.

8/27/2024

Job Order Contract for East Annex Building HVAC Replacement

Approve Gerald Hendrick as designated to make certification, pursuant to Texas Government Code section 791.011 (j)(2), that the "East Annex Building HVAC Replacement" project does not require the preparation of plans or specifications required under chapters 1001 and 1051 of the Texas Occupational Code for architects and engineers.

In addition, approve the use of the TIPS cooperative contract number 23010402 for a job order contract for the "East Annex Building HVAC Replacement" project with APS Building Services of Houston, Texas in the amount of \$55,697.37 which will utilize funds from the Facilities Management's approved fiscal year 2024 budget.

Further, that the County Judge be authorized to sign any and documents necessary to execute said agreements on behalf of the County.

AFFIDAVIT OF GERALD HENDRICK

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

Before me, the undersigned notary, on this day, personally appeared, Gerald Hendrick, a person whose identity is known to me. After I administered an oath to him, upon his oath, he said,

1. “My name is Gerald Hendrick. I am of sound mind, over the age of 18 and capable of making this affidavit. I have personal knowledge of the facts stated in this affidavit, and they are true and correct.

2. I am an employee of the Brazoria County Building Maintenance Department. The Brazoria County Commissioners Court has designated me make a certification pursuant to Texas Government Code Section 791.011(j).

3. This project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051, Occupations Code.”

FURTHER AFFIANT SAYETH NOT.

Gerald Hendrick

Subscribed and sworn to before me, the undersigned authority, on this the _____ day of _____, 2024.

Notary Public in and for the
State of Texas

July 26, 2024

Brazoria County Auditors Office
111 E. Locust Street
Angleton, TX 77515

Proposal# 306254
TIPS # 23010402

Reference: Reference - 1524 Mulberry (Brazoria County Anex) Replace (3) 10 - Ton RTU's
Building: 100 E Cedar St Angleton, TX 77515

Pursuant to your request, APS Building Services, Inc is pleased to estimate the following work at the above referenced property. Please find our services and associated cost as follows:

Scope of Work:

- Schedule a time with building engineer to preform work
- Provide all necessary crane and rigging needed for the duration of the project
- Lockout and tagout power supply to the units
- Disconnect electrical, t-stat, and drain lines
- Remove (3) 10 Ton package units from roof top
- Provide and install (3) 10 Ton Carrier package units **(Copper tube and aluminum fin coils)**
- Provide and install (3) 15 kw heaters
- Provide and install (3) hail guards for condensers
- Reconnect electrical, t-stat, and drain lines (Reuse existing electrical disconnects)
- Start up and check for proper operations
- All work to be done during normal business hours

NOTES:

***Crane will be required to set up in the from of the building to remove and replace the lobby unit, all other lifts will be on the side and back of building.**

Exclusions:

***Curb adapters**

Warranty/ Lead time:

***90 Day Workmanship**

***Manufacturer equipment & parts warranty**

***Current estimated lead time is 4 weeks**

Equipment / Labor / Crane / Misc.

Estimated Cost of...\$ 55,697.37

Customer supplied equipment / Labor / Crane / Misc.

Estimated Cost of...\$ 15,625.46

This estimated cost is for the services, to be performed during regular business hours unless otherwise noted above. Excluded from this amount are sales taxes, permits, freight, and any additional parts, repairs or services not listed. This quote is effective for a period of 15-days.

Upon acceptance of this proposal, APS reserves the right to bill for the equipment and material costs when it ships from the manufacturer. The labor and any additional material will be progressively billed monthly based on the duration of the project. The remainder of the balance will be billed at the completion of the project and in accordance with our billing terms unless otherwise specified and agreed upon between APS and the customer.

APS Building Services, Inc. appreciates the opportunity to provide you with a quality service on which to rely. If you have any questions or concerns, please do not hesitate to contact me at 713-979-0720.

Sincerely,

APS Building Services, Inc

Steve Bayless
Account Manager / DA

Approved by: _____

Date: _____

PO: _____



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.1.

8/27/2024

Fairgrounds Building and Real Property Rental Agreement with The Fair Association

The Court approves the attached Fairgrounds Real Property and Rental Agreement with the Brazoria County Fair Association.

Further, the Court authorizes the County Judge to sign any and all documents necessary to effectuate this agreement.

- i. **County Property:** The following real property, improvements, fixtures, and facilities owned by the County: Tracts 73, 73A, 74, 74A, 75, 75A, 76, and 98 as described and shown on Exhibits A and B-1, together with **(1)** a one-acre tract out of Tract 76 designated as Tract 76A on Exhibit B-2; **(2)** the tract out of Tract 98 designated as Tract 98A on Exhibit B-2; **(3)** 2.42 acres, being an 80 foot road out of Tracts 75, 76, and 88 as shown on Exhibit B-1; **(4)** the remaining 18.79 acres in Tract 89 notwithstanding the 12.899 acres in Tract 89 as designated on Exhibit B-3; **(5)** the real property improvements, fixtures, and facilities located on these tracts, as described in Exhibit C, and **(6)** any other real property improvements, fixtures, and facilities located on the above-described tracts.
 - ii. **Association Property:** The following real property, improvements, fixtures, and facilities owned by the Association: Tract 88 as described and shown on Exhibits A and B-1, together with **(1)** a 4.727-acre tract west of Tract 88 designated as Tract 88A on Exhibit B-2; **(2)** a 12.899 acre tract out of Tract 89 as designated on Exhibit B-3; **(3)** the real property improvements, fixtures, and facilities located on these tracts of land, as described in Exhibit D; and **(4)** any other real property improvements, fixtures, and facilities located on the above-described tracts.
- b. **Rent:** Any and all rental amounts, security deposits, and any other fees paid by tenants of the Property for use and occupation of the Property, or any portion thereof.
 - c. **Tenant Lease:** Any agreement between the County, the Association, and any individual, group of individuals, or entity to pay Rent in return for the use of the Property, or any portion thereof. The County, when using the Property, or any portion thereof, for a County purpose as deemed by Commissioners Court, shall be treated as any other tenant except no Rent shall be paid by the County.

- d. **Arena:** The open arena located on the tract of land designated as Tract 88 on Exhibits A and B-1 with seating used for horse shows, roping competitions, and rodeo events.
- e. **Barns:** Livestock buildings erected west of the Arena. These buildings include a livestock barn, three cattle barns, a show arena, and a scramble barn.
- f. **Repairs:** The restoration of property, including improvements, fixtures, and facilities, to sound condition after damage or injury.
- g. **Maintenance:** Keeping property, including improvements, fixtures, and facilities, in proper condition, i.e. the activity involved in maintaining something in good working order. This term includes labor only and does not include the purchase or provision of materials.
- h. **Clean-Up:** Buildings, barns, and arena being "broom cleaned" and in good order as existed at the commencement of the lease term.
- i. **County Fair Period:** The month of the year in which the Association conducts the Brazoria County Fair. The Brazoria County Fair is typically held in the month of October.

Section II

Term

- 2.1 The term of this Agreement commences on July 1, 2024, and expires July 1, 2026, provided that the term of the Agreement may be extended for one (1) year upon written notice of either party to the other party not later than 30 days before the lease term ends or a shorter period by agreement of the parties. The term of this Agreement is subject to termination by either party upon giving a 9-month written notice to the other party, unless termination is due to a breach of the Agreement by either party. If the Agreement is breached, the offended party may deliver a written notice of breach and initiate a 90-day period correction. If breach is not corrected within the 90-day period, the offended party may accelerate termination by giving 3-months written notice of cancellation. Should the parties neglect to renew this agreement, it

shall continue in force on a month-to-month basis. Unless by express order of a majority vote of Commissioners Court, this contract shall not be terminated 180 days before or during Fair (The annual Brazoria County Fair and Livestock (Fat) Show).

Section III **Party Representatives**

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

Section IV **Duties & Responsibilities**

- 4.1 **Collection of Rent:**
- a. The County shall collect and enforce the collection of all Rent due for County Property.

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

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

- a. In the event of a Tenant Lease of the Property in its entirety, Rent shall be established at an amount agreed upon by the Association and the County. Rental amounts will be allocated between the Association and the County according to a negotiated tenant agreement between the County, the Association, and the tenant. The County shall assist the Association with set-up of the Arena and Barns for Tenant Leases. Panels shall be the responsibility of the Association and the tenant for Tenant Leases.
- b. In consideration of the covenants, agreements, and conditions set forth herein, the County shall pay no Rent when the County is a tenant or any portion of the Property that is used for a County purpose. However, when the County uses the Property, any third-party user, operating as part of such use by the County, must execute and is subject to the terms and conditions of the Tenant Lease.
- c. The Association shall be responsible for all Repairs to the Arena and improvements described in Exhibit D. The County shall perform Maintenance on the Arena and improvements listed in Exhibit D upon written request to the County Fairgrounds Representative.
- d. The County shall assist the Association with clean-up of the Property upon written request by the Association to the County Fairgrounds Representative.
- e. The County agrees to allow the Association or beverage corporation to acquire proper license for beer, wine or liquor on premises and to negotiate soft drink contracts.

- f. The Brazoria County Commissioners Court may review any approval or denial for the use of the County Property, or any other decision or action by the County Fairgrounds Representative, and Commissioners Court shall have the final authority as to any decision or action taken by the County Fairgrounds Representative.
- g. The Association shall furnish cleaning materials and supplies for the County Fair Period. The County shall furnish cleaning materials and supplies for all other months of the year.
- h. The County shall be responsible for all Repairs and Maintenance of County Property, with the exception of Repairs of damage caused by the Association.
- i. The Association shall be responsible for all costs related to rental of dumpsters and removal of trash from dumpsters.
- j. By or before the last day of October in the year the Fair is held, the Fair Association must have the grounds returned to the same or better condition than it was prior to the beginning of the Fair

4.3 **Tenant Matters:**

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

4.4 **Payment of Utilities:**

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

- b. The Association shall pay for water and sewer charges for the County Fair Period. The County shall pay for water and sewer charges during the other months of the year.
- c. The Association shall be responsible for all electrical usage charges incurred on the Property during the County Fair Period and shall reimburse the County for those charges incurred during said time period. The initial reading of the meter shall occur on the first business day of the County Fair Period. Final reading shall occur on the first business day following the County Fair Period. The Association will pay for electrical usage year round on the Fair Office.
- d. In the event of damage to any electrical equipment, air conditioning, or coolers caused by the activities of a tenant, such tenant shall forfeit any deposit. Forfeited deposits shall be paid to whichever party owns the damaged equipment. The forfeiture of a deposit does not limit the remedies available to the County or Association against a tenant.

4.5 **Liability Insurance:**

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

4.6 **Brazoria County Fair:**

- a. During the County Fair Period, the Association shall have exclusive, uninterrupted access (including ingress and egress) of the Property, to conduct the County Fair, in accordance with the terms of this Agreement. The Association shall have the sole, continuous, and exclusive right to use, occupy, possess, enjoy, and control the Property on each entire day during the County

Fair Period, subject to the County's access to the County's facilities (provided that such access by the County does not interfere with the Association's use and enjoyment of the Property). The Association may (i) stage activities attendant to the County Fair anywhere on the Property, excluding County office spaces and reserved parking areas on County Property, (ii) cook and otherwise prepare and consume food and beverages at the Fairgrounds in accordance with all applicable rules and regulations, and (iii) set up tents, booths, and other temporary facilities of any kind or nature on the Property. The Association will not have access to the County Storage Building during the County Fair Period.

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

Section V

Limitation of Liability and Indemnity

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

Section VI
County Employees

- 6.1 The County retains sole discretion regarding hiring, termination, discipline, and working conditions of all County employees at the Property.
- 6.2 Employees of the County may perform services for the Association upon written request submitted to the County Fairgrounds Representative. Only officers of the Association can authorize services to be billed under this provision. The Association may be billed monthly, by the County Auditor, based on the time spent for the Association work by each County employee. The calculation of pay shall be based on the County employees' regular rate of pay plus overtime rate. The Association agrees to reimburse the County for such services at the County employee's overtime rate including benefits. The Association shall specify the hours and personnel needed in the request for County employees. The Association shall be billed for services provided outside the employee's normal maintenance functions for the County.
- 6.3 County employees and contractors shall have access to the Property in its entirety for the purposes of performing maintenance work that may be required by the County or Association.
- 6.4 County owned equipment shall be used or operated only by County employees. Request for assistance by the Association shall be made in writing to the County Fairgrounds Representative.
- 6.5 County employees are not responsible for handling or transporting money for the Association. No County employee shall be responsible for Association funds, or for transporting or handling beer or liquor at Association events.

Section VII
Association Fundraising

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

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

Section VIII

Assignments

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

Section IX

Other Agreements

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

Section X

Independent Contractor/No Co-Partnership

10.1 Independent Contractors

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

10.2 No Co-Partnership

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

Section XI
Severability

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

Section XII
Entire Agreement: Required of a Writing

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

Section XIII
Compliance with Laws and Regulations

- 13.1 **Compliance with Laws:**
- a. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.
 - b. Notwithstanding any other provision in this contract, in providing all services pursuant to this Agreement, the Association shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this contract immediately upon delivery of written notice to the Association.

Section XIV

Notices

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

Brazoria County

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

Brazoria County Fair Association

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

BRAZORIA COUNTY, TEXAS

BRAZORIA COUNTY FAIR ASSOCIATION

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

J.T. McCracken
President
Brazoria County Fair Association

Date: _____

Date: _____

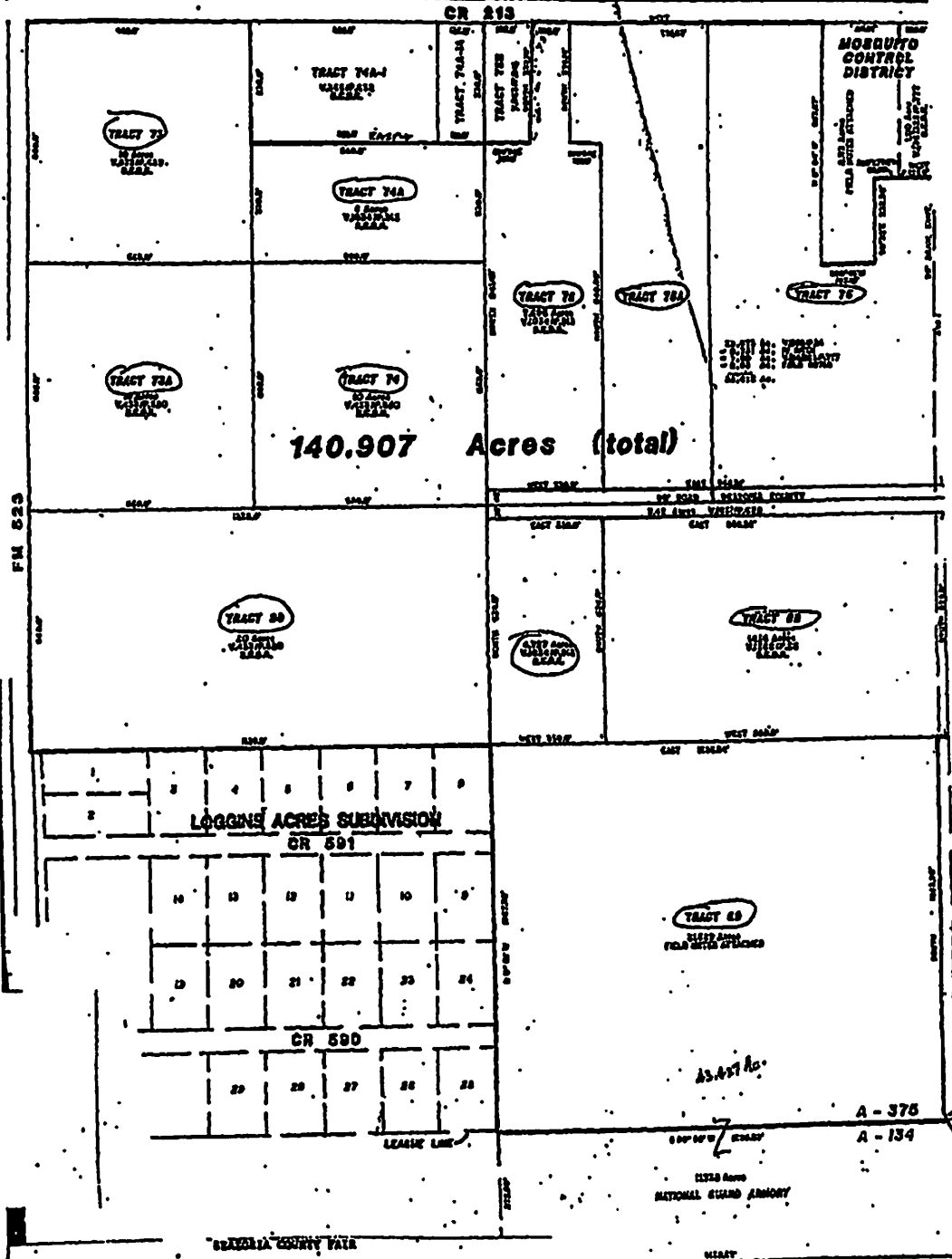
EXHIBIT A

**REAL PROPERTY COMPRISING
THE BRAZORIA COUNTY FAIRGROUNDS**

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

EXHIBIT B-1

HILL-N-DALE SUBDIVISION



A PLAT OF 140.907 ACRES BEING 10 ACRES OUT OF THE NORTH HALF OF TRACT 73 (VOLUME 873, PAGE 489, BRAZORIA COUNTY DEED RECORDS), 10 ACRES OUT OF TRACT 73A (VOLUME 433, PAGE 380, BRAZORIA COUNTY DEED RECORDS), 10 ACRES OUT OF TRACT 74 (VOLUME 433, PAGE 380, BRAZORIA COUNTY DEED RECORDS), 5 ACRES OUT OF TRACT 74A (VOLUME 1034, PAGE 912, BRAZORIA COUNTY DEED RECORDS), 9.899 ACRES OUT OF TRACT 75 (VOLUME 1034, PAGE 912, BRAZORIA COUNTY DEED RECORDS), 20 ACRES BEING TRACT 81 (VOLUME 433, PAGE 380, BRAZORIA COUNTY DEED RECORDS), 4.727 ACRES OUT OF TRACT 82 (VOLUME 1034, PAGE 912, BRAZORIA COUNTY DEED RECORDS), 14.16 ACRES OUT OF TRACT 83 (VOLUME 1269, PAGE 24, BRAZORIA COUNTY DEED RECORDS), 2.45 ACRES BEING AN 80 FOOT ROAD OUT OF TRACTS 73, 74 AND 83 (VOLUME 1031, PAGE 878, BRAZORIA COUNTY DEED RECORDS), 31.489 ACRES OUT OF TRACT 89, AND 25.012 ACRES OUT OF TRACTS 75 AND 76 BEING A 29.673 ACRE TRACT (VOLUME 1269, PAGE 24, BRAZORIA COUNTY DEED RECORDS) LESS 0.731 ACRES IN A DRAINAGE DITCH AND LESS A 1.00 ACRE TRACT AND A 2.73 ACRE TRACT AS OCCUPIED BY THE BRAZORIA COUNTY MOSQUITO CONTROL OFFICE. ALL BEING OUT OF THE BRAZORIA AND HILL SUBDIVISION OF THE T.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS.

Drawn by: 996

47-4841

11-27-88

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

EXHIBIT B-1

EXHIBIT B-2

Terra Trac - 2006 - tax office

EXHIBIT B-2

EXHIBIT B-3

Randy L. Stroud, P.E.
Civil Engineer and Land Surveyor
201 South Velasco
Angleton, Texas 77515
(979) 849-3141 Fax # (979) 849-9444

Randy L. Stroud, PE
RPLS #2112

Brian G. Fambrough
RPLS # 6017

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

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

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

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

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

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

THENCE; North 480.84 feet to the place of beginning.

Said tract therein containing 12.899 acres of land.

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

*See attached plat.

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

4T 25933
May 28, 2010
fn88.8



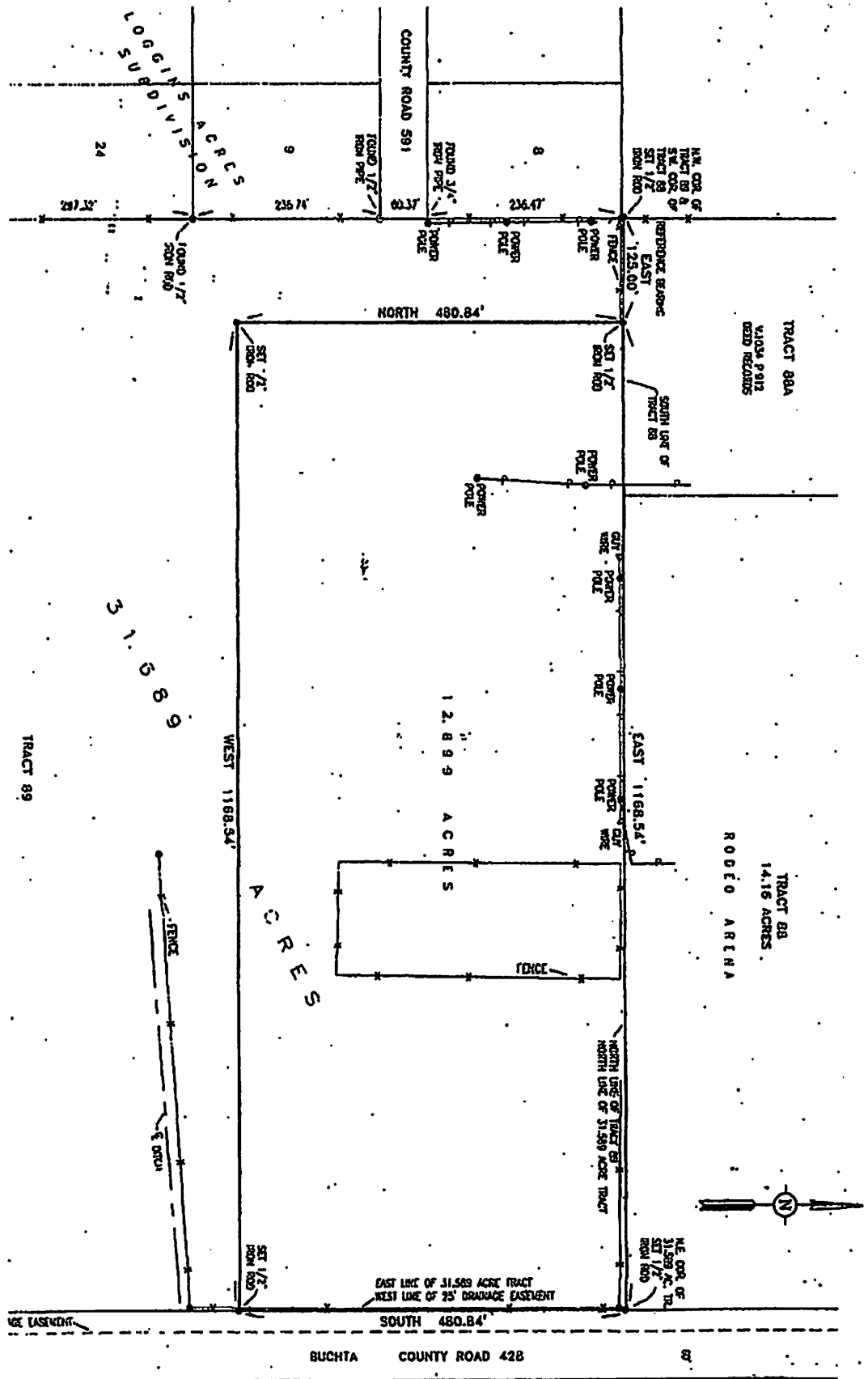


EXHIBIT C

REAL PROPERTY IMPROVEMENTS AND FIXTURES OWNED
BY BRAZORIA COUNTY AT THE
BRAZORIA COUNTY FAIRGROUNDS

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

Administrative Building
Auditorium
Cattle Barn and Livestock Offices
Swine Barn
Ticket Booths¹
Press Room
Commercial Exhibits Building
Concession Row²
Halls of Exhibit (the "Blue Building")
Red Barn Market Area/Restrooms
Teen Center
BBQ Building
Heifer Barn
Poultry Barn
The Club
Student Art and Photo Building
Pauline Bonneau Sebesta Extension Education Association Building
Facility and Service Storage Building
Facility and Service Shop
W.F. Gonzales Pavilion
Warehouse(s)
Brick Concession Buildings
Canopies

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

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

EXHIBIT D

**REAL PROPERTY IMPROVEMENTS AND FIXTURES OWNED
BY THE BRAZORIA COUNTY FAIR ASSOCIATION AT THE
BRAZORIA COUNTY FAIRGROUNDS**

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

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



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.2.

8/27/2024

Election Judge and Alternate Judge Appointments

Approve changes to the 2-year Election Judge and Alternate Judge appointments that were approved in August of 2023, due to the unavailability of some of the prior appointees.

These appointments are valid through August 31, 2025.

BRAZORIA COUNTY ELECTION JUDGE APPOINTMENTS – AUGUST 27, 2024				
Remainder of 2-year terms that expire on August 31, 2025				
Presiding judge appointments for Vote Centers are based on the results of the most recent gubernatorial election, per Texas Election Code				
		Green = Change from 2023 appointments		
		Yellow = New appointment		
		No color = Same as 2023		
COMMISSIONER PRECINCT 1 – 100% REPUBLICAN				
PRESIDING JUDGES: 10 REPUBLICAN, 0 DEMOCRAT				
Home Precinct #-Location	Party	Presiding Judge	Party	Alternate Judge
1-East Annex	(REP)	Tammi Chamblee	(DEM)	Alice Franks
3-Nolan Ryan Center	(REP)	Donna Bonilla-from Additional	(DEM)	Kay Tobola
6-Liverpool City Hall	(REP)	Rachel Fay-from Additional	(DEM)	Gene Daigle
8-Oyster Creek City Hall	(REP)	Kenneth Friesen	(DEM)	Adrian Culver
17-Freeport Library	(REP)	Gerald Poindexter-from 55	(DEM)	Deana Cardoza
19-Clute Event Center	(REP)	Marvin Amerine	(DEM)	Virginia Parkinson-from 33
23-Doris Williams Civic Center	(REP)	Rebekah Green	(DEM)	Renee Griffith
33-Mims Community Center	(REP)	Kermit Licklider-from 4	(DEM)	Ronnie Ford
38-Surfside Beach City Hall	(REP)	Shelah Jalifi	(DEM)	Norma Lostracco
75-Richwood City Hall	(REP)	Jo Lasiewicki	(DEM)	Mary Gomez
COMMISSIONER PRECINCT 2 – 63% REPUBLICAN				
PRESIDING JUDGES: 6 REPUBLICAN, 3 DEMOCRAT				
Home Precinct #-Location	Party	Presiding Judge	Party	Alternate Judge
11-Alvin ISD Heritage Center	(REP)	Sonia Chacko	(DEM)	Dwayne Reed
13-Delores Fenwick Nature Center	(DEM)	Leilani Snapp-from 51	(REP)	Derrell Isenberg
15-Danbury Community Center	(REP)	Terri Willy	(DEM)	(John) Patrick Henry-from 19
29-West Pearland Comm. Center	(DEM)	Anita Jackson	(REP)	Kimberly Rathbun-from 12
34-Heights Baptist Church	(REP)	Donald Smith	(DEM)	Carrie Parker
40-Lewis Lane Center	(REP)	Peggy Miller-from 70	(DEM)	Beverly Smith
44-Silverlake Recreation Center	(DEM)	Emmett Muckeroy-from 12	(REP)	Jerry Flores
55-West Annex	(REP)	Brian Hluza-from 17	(DEM)	Sandra Bourgeois
65-North Annex	(REP)	Christy Simmons	(DEM)	Cooper Snapp

BRAZORIA COUNTY ELECTION JUDGE APPOINTMENTS – AUGUST 27, 2024				
Remainder of 2-year terms that expire on August 31, 2025				
COMMISSIONER PRECINCT 3 – 74% REPUBLICAN				
PRESIDING JUDGES: 7 REPUBLICAN, 2 DEMOCRAT				
Home Precinct #-Location	Party	Presiding Judge	Party	Alternate Judge
12-Drainage District 4 Building	(REP)	Jason Brodil-from 29	(DEM)	Carol Krenzke
18-First Church of Pearland	(REP)	(James) Ross Kimble	(DEM)	Gwen Fletcher
26-Brookside Village Comm Center	(REP)	Rebecca Kern	(DEM)	Glynda McGinnis-from Additional
37-Pearland Recreation Center	(REP)	Kathleen Smiley	(DEM)	Hilda Bryan
39-Alvin Library	(REP)	Thelma Beechinor	(DEM)	Laura Myers
46-Tom Reid Library	(REP)	Marianne Joeckel	(DEM)	Pat Filipiak
50-West Pearland Library	(DEM)	Kathleen Blount	(REP)	Phyllis Hyden
51-Shadycrest Baptist Church	(REP)	Selina Sauter	(DEM)	Nicola Wolpmann
54-Dawson High School	(DEM)	Wayne Blount-from 44	(REP)	Steven Daniel-from Additional
COMMISSIONER PRECINCT 4 – 61% REPUBLICAN				
PRESIDING JUDGES: 7 REPUBLICAN, 5 DEMOCRAT				
Home Precinct #-Location	Party	Presiding Judge	Party	Alternate Judge
2-Precinct 4 Building #2	(REP)	Rebecca Gaconnet	(DEM)	Julie Lewno-from Additional
4-Brazoria Library	(REP)	Terry Gaconnet-from 33	(DEM)	Soroya Ruth
9-Bonney Annex Building	(REP)	Maria Martin-from Additional	(DEM)	Cheryl McBeth-from 15
10-Damon Elementary School	(REP)	Kim Mobley	(DEM)	Reva Harris
14-Sweeny Community Center	(REP)	Kathryn Hale	(DEM)	Kelli Knox
20-Jones Creek Community House	(REP)	Maria Shirtum	(DEM)	Nannie Austin
31-Burrell Chapel Baptist Church	(DEM)	Jennifer Morgan-from 2	(REP)	Henry Koenig
45-St. Timothy's Episcopal Church	(REP)	Thomas Stroschein-from Additional	(DEM)	Mariela Cantu
66-New Harvest Christian Fellowship	(DEM)	Zachery Martin	(REP)	Glenn Aycock-from 54
70-Precinct 4 North Annex	(DEM)	Virginia Torres-Lopez	(REP)	Michelle Cardenas-from Additional
78-Sandy Point Bible Church	(DEM)	Cynthia Archie	(REP)	Miriam Unruh
79-Iowa Colony City Hall	(DEM)	Vickie Williams-from Additional	(REP)	Deborah Carrillo

BRAZORIA COUNTY ELECTION JUDGE APPOINTMENTS – AUGUST 27, 2024				
Remainder of 2-year terms that expire on August 31, 2025				
Additional appointees:	REP	Estella Aluizo-Damian	(DEM)	Faye Godbolt
(To be used as needed)	REP	Steven Casas	(DEM)	Rebecca Hensley
	REP	Caiden Anderson	(DEM)	Demetrice Peavie
	REP	Larry Hipps		
	REP	Gary Coleman		
	REP	Marisol Jimenez-Aranda		
	Party	Presiding Judge	Party	Alternate Judge
Early Voting Ballot Board	REP	Tamara Reynolds	DEM	Dorothea “Dottie” Cornett
Counting Station	REP	Tamara Reynolds	DEM	Dorothea “Dottie” Cornett
Counting Station Managers	NP	Lisa Mujica	NP	Brandy Peña
				Johnathan Escamilla
Tabulation Supervisor	NP	Susan Cunningham	NP	Brandy Peña
				Johnathan Escamilla



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.3.

8/27/2024

Deliberation of Business and Financial Issues Related to Employee/Retiree Life Insurance Contract

The Court finds that deliberation of the above referenced matter in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

MARY ALDOUS
First Assistant

BILL REED
Criminal Division Chief



RAETHELLA JONES
Chief - Civil Division

E.J. KING, JR.
Chief Investigator

TOM SELLECK
CRIMINAL DISTRICT ATTORNEY
BRAZORIA COUNTY

August 23, 2024

TO: Brazoria County Commissioners Court

FROM: Raethella Jones-Assistant District Attorney-Civil Division

DATE: August 23, 2024

RE: Deliberation of Business and Financial Issues Related to Employee/Retiree
Life Insurance Contract being Negotiated

MEMORANDUM:

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



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.4.

8/27/2024

Beachfront Construction Permit - 4828 Bluewater Hwy (CR 257), Freeport San Luis Beach, Abstract 29 S.F. Austin Blk 8 Lt 16-17 Lt 16, (Precinct 1)

The Brazoria County Flood Plain recommends that permission be granted for the beachfront construction and dune protection of a single-family residence with fibercrete paving beneath the habitable structure, a crushed concrete driveway, and a septic system. The proposed construction is located within 200 feet landward of the line of vegetation. According to the Bureau of Economic Geology, the area is stable.

Based on the information provided the following recommendations are made:

- 1) Cisterns, septic tanks, and septic fields are prohibited from being constructed seaward of any structure serviced by the cisterns, septic tanks, and septic fields. As proposed, the septic system plan appears to comply with this requirement.
- 2) The applicant proposes to construct a habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County. To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives to construct seaward of the Building Setback Line exist.
- 3) The County must ensure the proposed construction is consistent with the FEMA-approved County Commissioners court order.
- 4) The County must limit the area of enclosures below BFE to 299 square feet and must ensure the enclosure is designed to minimize impacts to hydrology.
- 5) Should there be a change in project design, construction materials, or construction methods or in the condition of the construction site after the permit has been issued, the County shall require the permittee to apply for a new or amended permit or certificate.

Please be advised that structures may not encroach on the public beach. If the structure becomes located seaward of the line of vegetation because of loss of elevation, the structure may be allowed to remain in place if it does not significantly interfere with public access to the beach or present a public health and safety risk. Structures located seaward of the line of vegetation and landward of mean high tide may be allowed to make certain repairs under the Beach/Dune rules and local government plans.

If any part of a structure comes to be located seaward of the line of mean high tide, it becomes an unauthorized structure on state-owned land. Repairs are prohibited and the state may act to remove the structure.

Further, that a certified copy of this order be returned to the Flood Plain.

JOE K. RIPPLE
 FLOODPLAIN ADMINISTRATOR, CFM
SOFIA GARCIA GIBSON
 FLOODPLAIN / BUILDING PERMITS
 OFFICE ASSISTANT SR.
BELINDA HOWELL
 FLOODPLAIN / BUILDING PERMITS
 PERMIT TECHNICIAN
VICKIE THOMAS
 FLOODPLAIN/BUILDING PERMITS
 FLOODPLAIN CONSULTANT



PHONE:
 (979) 864-1295
 (979) 388-1295
 (281) 756-1295

BRAZORIA COUNTY

451 North Velasco, Suite #210
 Angleton, Texas, 77515

July 24, 2024

Mei Ling Valdes
 Planning, Permitting & Technical Services
 Coastal Resources Division
 Texas General Land Office
 P.O. Box 12873
 Austin, TX 78711-2873

Re: Beach front construction application for 4828 Bluewater Hwy (CR 257) Freeport, TX

Dear Ms. Valdes,

This application is for a residential structure with 1556 Square feet of living area with (4) bedrooms and (3) baths built upon pilings certified by a professional engineer.

After construction a final elevation certificate will be turned into this office to show compliance with County and FEMA elevation requirements.

This beachfront construction application does not include a walkover and it complies with and promotes Brazoria County's beach access policies and requirements, particularly the dune protection and beach access policies relation to public beach ingress/egress, off beach parking and avoidance of reduction in the size of the public beach due to erosion.

Sincerely,

Joe K. Ripple
 Floodplain Department

Enclosures



TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

August 5, 2024

Via Electronic Mail

Joe Ripple, CFM
Floodplain Administrator
Brazoria County
451 N Velasco, Suite #210
Angleton, Texas 77515

Beachfront Construction Certificate and Dune Protection Permit in Brazoria County

Site Address: 4828 Bluewater Highway (CR 257), Freeport
Legal Description: San Luis Beach (A0029 S F Austin) Blk 8 Lot 16-17 Blk 7 Lot 16
Lot Applicant: RCCADEN LLC
GLO ID No.: BDBC-24-0144

Dear Mr. Ripple:

The General Land Office (GLO) has reviewed the application materials for a beachfront construction certificate and dune protection permit for the above-referenced location. The applicant proposed to construct a single-family residence with fibercrete paving beneath the habitable structure, a crushed concrete driveway, and a septic system. The construction is located more than 200 feet landward of the line of vegetation. According to the Bureau of Economic Geology, the area is stable.

Based on the materials forwarded to our office for review, we have the following comments:

- The applicant proposes to construct the habitable structure seaward of the Building Setback Line, which is prohibited without an exemption from Brazoria County.¹ To qualify for an exemption, the applicant must demonstrate to the satisfaction of the County that no practicable alternatives to construction seaward of the Building Setback Line exist.²
- Cisterns, septic tanks, and septic fields are prohibited from being constructed seaward of any structure serviced by the cisterns, septic tanks, and septic fields.³ As proposed, the septic system appears to comply with this requirement.
- The County must ensure the proposed construction is consistent with the FEMA-approved county commissioners court order.⁴

¹ Brazoria County Erosion Response Plan § 5.

² Brazoria County Erosion Response Plan § 5.1.

³ Brazoria County Dune Protection and Beach Access Plan § 3(II)(K) & 31 Tex. Admin. Code § 15.4(c)(10).

⁴ 31 Tex. Admin. Code § 15.6(e)(3).

Mr. Ripple
August 5, 2024
Page 2 of 2

Any deviations from what is proposed in this permit application requires a new or amended beachfront construction certificate and dune protection permit and further GLO review. If you have any questions, please contact me at (512) 463-5720 or at meiling.valdes@glo.texas.gov.

Sincerely,



Mei Ling Valdes
Beach Access & Dune Protection Program
Coastal Resources Division
Texas General Land Office

cc: Vickie Thomas, Brazoria County

BRAZORIA COUNTY DEVELOPMENT/BUILDING PERMIT APPLICATION

Angleton 979-864-1295

451 North Velasco, Suite 210, Angleton, TX 77515

Houston/Alvin 281-756-1295

OWNERSHIP INFORMATION:Name: RCCADEN - Ryan Cade Phone: 9795838351Mailing Address: PO Box 1989 Angleton TX 77516
Street or PO Box City/State ZipContractor Information: RCCADEN Address: PO Box 1989 Phone: 9798043540**LOCATION OF CONSTRUCTION:**

Subdivision: <u>San Luis</u>		SITE ADDRESS			
Street Address: <u>4828 Bluewater Hwy</u>		City (required): <u>FREEPORT</u>			
Section: <u>3</u>	Block: <u>8</u>	Lot: <u>16</u>	Abstract No.: <u>29</u>	Acreage:	Other: <u>245639</u>

TYPE OF IMPROVEMENT	PROPOSED USE	OWNERSHIP	TYPE OF WATER SUPPLY	TYPE OF SEWAGE DISPOSAL
<input checked="" type="checkbox"/> New Building <input type="checkbox"/> Addition to Building <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Levee Construction <input type="checkbox"/> Relocated Building - <input type="checkbox"/> Came from Outside County <input type="checkbox"/> Manufactured Home or RV Park # of Spaces _____ <input type="checkbox"/> Filling/Grading	<input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> One Family <input type="checkbox"/> Multi Family - # of Units: <u>1</u> Number of Bedrooms: <u>4</u> Number of Bathrooms: <u>3</u> Full <u>3</u> Partial _____ <input type="checkbox"/> Non Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> Private (Individual, Corp, Non Profit) <input type="checkbox"/> Public (Federal, State, etc...) Cost: \$ <u>375,000</u> Floor Area Sq. Ft. (including garage): <u>1556</u> sq. ft.	<input type="checkbox"/> Public/Private Company <input checked="" type="checkbox"/> Individual (Water Well) Copy of Environmental Health Permit attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No #: <u>2024-246</u>	<input type="checkbox"/> Public/Private Company <input checked="" type="checkbox"/> Individual (Septic)

Fee: Application fee of \$75.00 for Residential permits. If the property lies within the Special Flood Hazard Area of the County, an additional fee of \$0.04 per square foot for Inspection fees will be charged. A natural ground elevation certificate and copy of floor plan are also required for Flood Zone areas. Any application for property of less than ten (10) acres shall obtain an Environmental Permit approval before a County building permit will be issued. UNLESS otherwise specified. **MAKE CHECKS PAYABLE TO "TREASURER OF BRAZORIA COUNTY" - NO REFUNDS.**

ALL COMMERCIAL BUILDINGS will require approvals from the local Drainage District, Environmental Health and a Fire Code permit by the County Emergency Management Coordinator. **Special flood hazard areas require additional documents.** All commercial construction in Pearland's ETJ is required to contact Pearland City Hall. **Fees Vary According To Type of Business.**

ANY construction located on a proposed County and/or Municipal Thoroughfare in Pearland's ETJ is required to contact Pearland City Hall

Signature: [Signature] Date: 6-18-24

DO NOT WRITE BELOW THIS LINE									
Approved By: <u>Vuhie Thomas</u>		Highest Natural Ground is <u>5.0</u> ft. Certified By: <u>Terry Singletary</u> RPLS # <u>4808</u> on <u>4/6/21</u>			Permit Fee \$ <u>75</u>	Inspection Fee \$ <u>62.24</u>	Date Of Permit	Permit Number	
Census Tract	Electric	Mailbox Ltr	Setback Ltr	Thoroughfare	Total Fee: \$ <u>137.24</u>		Check # <u>1082</u>	Receipt No. <u>19889</u>	
<u>CP</u>	<u>Yes</u>	<u>40'</u>	<u>Major</u>	<u>No</u>	FEMA Zone: <u>AE</u> <u>142</u> Elevation: <u>16</u> MSL Depth Criterion: <u>N/A</u>		Panel No.: <u>85014</u> Map Date: <u>12/30/20</u>	Class <u>B</u>	
Special Provisions:									
Mail <input type="checkbox"/> Fax <input type="checkbox"/> Email <input checked="" type="checkbox"/> To: <u>ryan er-c development.com</u> Pick Up <input type="checkbox"/> By: _____ <u>lisa er-c development.com</u> <u>ryan er-c ranch.com</u>									

**Brazoria County Floodplain Receipt****(979) 864-1295****(281) 756-1295****590**111 East Locust Bldg. A-29
Angleton, Texas 77515

Floodplain Administrator

Receipt No	00019889	Receipt Date	7/17/2024	Receipt Time	07:55:37 AM
Received From:				RCCADEN LLC	
NO REFUND(S)					

Trans Type:	RPR75	Permit Fee - NC - Residential, Mobile Homes and Barns	HUD / County Exempt:	N	
Misc. Descr:		Qty:	1	Price:	\$75.00

Permit No:	Square Footage:	0	Amount Sq. Ft	\$0.00
Contractor:				
Owner:				

Amount Owed: \$75.00

Trans Type:	SQFTG	Square Footage	HUD / County Exempt:	N	
Misc. Descr:		Qty:	1	Price:	\$0.04

Permit No:	Square Footage:	0	Amount Sq. Ft	\$0.00
Contractor:				
Owner:				

Amount Owed: \$62.24

Comments: 4828 BLUEWATER HWY FREEPORT CK # 1082

Payment Information

Payment Type:	CHK	Check# / MO#:	1082	Pay Amount:	\$137.24
Payment Type:		Check# / MO#:		Pay Amount:	\$0.00

Office Use Only	Posted:	N
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Total Amount Received: \$137.24

Rec. By:	14554		
Void:	N	Void By	
Void Date:		Void Time:	
Void Reason:		Void Time:	

STATEMENT OF COMMISSIONER'S COURT
OF BRAZORIA COURT
TO CONFORM TO REQUIREMENTS OF
CLASS "B" BUILDING PERMIT

STATE OF TEXAS

COUNTY OF BRAZORIA

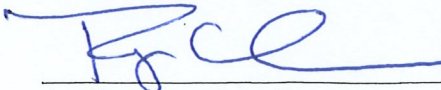
The undersigned holder of Development Permit No. _____ (whether acting individually or through a duly authorized agent or attorney) does hereby certify to Commissioners' Court of Brazoria County, Texas as follows.

The undersigned permittee:

1. Accepted Development Permit No. _____.
2. Is familiar with all plans, specifications and other written material attached to or filed with the Development Permit Application on file with the County Floodplain Administrator.
3. Acknowledges that the plans, specifications and other written material filed with Development Permit Application is incorporated by reference and made part of this Certificate for purposes.
4. Acknowledges self (itself) to be strictly bound to Commissioners' Court to construct the work permitted under the above described building permit in strict conformity with the plans, specifications and other written material incorporated by reference of this Certificated.
5. Hereby binds himself to establish the required construction elevation to a National Geodetic Survey Marker and have same certified by Texas Registered Surveyor (or agreeable alternate). The original Finished Construction Elevation certificate with registered surveyor's stamp, signature, date and pictures shall be forwarded to the County Floodplain Administrator's office verifying top of bottom floor reading upon completion of the structure. It must indicate that it is the "Finished Construction" certificate showing (a) top of bottom floor reading and (e) lowest elevation of machinery or equipment in Section C of the certificate.

If the Finished Construction Elevation Certificate is not received, your building permit will be put in violation in the Brazoria County Floodplain Administrator's office.

6. Is required to notify the County Floodplain Administrator when construction progresses to the point necessary for the foundation inspection (after certification) and later for the electrical/plumbing to verify the electrical and plumbing facility are above the base flood.
7. Shall not have a valid permit until this agreed upon and signed original document is on file and in possession of the County Floodplain Administrator.
8. If at anytime an Engineering Study was required and the data submitted is found to be inaccurate, Brazoria County or the County Floodplain Administrator cannot be held liable. The responsibility shall fall back on the property owner and/or Engineering Firm submitting the information.
9. Any structure that is used for commercial or a public facility must adhere to the International Fire Codes. Contact the Emergency Management Coordinator of Brazoria County for inspections required.



Applicant/Permittee Signature

RECEIVED

JUN 11 2024

ENVIRONMENTAL
HEALTH DEPT.ON-SITE SEWAGE FACILITY PERMIT APPLICATION
BRAZORIA COUNTY ENVIRONMENTAL HEALTH DEPT111 East Locust Bldg A-29, Suite 270 ANGLETON, TX 77515
HOUSTON (281)756-1600 ANGLETON (979)864-1600 CLUTE (979)388-1600This application will expire one year from the application date if inspection
not complete. No refunds once permit is issued.

Attach Copy of Legal Description (i.e. Deed, Plat, Survey, Appraisal)

2024-246

Permit Number

- ☒ \$250 Single Family
☐ \$450 Multi-Hookup
☐ \$450 Commercial
☒ New

- ☐ Replacement
☐ Alteration

Type DE w/chlorination

BCEHD USE ONLY

PROPERTY OWNER

RC Caden LLC

(NAME ON DEED)

(LAST)

(FIRST)

(INT)

PHONE NUMBERS

979-583-8351EMAIL Ryan @ R-CRANCH.COM

MAILING ADDRESS

P.O. Box 1989 Angleton, TX 77516-1989CR 251SITE ADDRESS 4828 Bluewater Highway Freeport, TX 77541Acres 0.11WATER SOURCE ☒ Private ☐ Public(Name) Water Saving Devices: Yes ☒ No ☐SINGLE FAMILY RESIDENCE: # of Bedrooms 4Living Area(Sq Ft) <3500Daily Wastewater Usage Rate 300

COMMERCIAL/MULTI FAMILY: Type

of Employees/Units

Days/Wk Occupied

DESIGNER Jerry InceReg# PE81062Phone# 832-344-6604SITE EVALUATOR Jerry D. MonicalReg# OS9673Phone# (979) 798-7678INSTALLER Jerry D. MonicalReg# OS29938Phone# (979) 798-7678MAINTENANCE PROVIDER Jerry D. MonicalReg# MP1870Phone# (979) 798-7678

TREATMENT TANK(S):

Tank # of Compartments

Size

Manufacturer

Model

#1

4600Clearstream600NC3

#2

#3

#4

DISPOSAL TYPE (check one):

☐ Standard☐ Gravelless☐ Leaching Chamber☐ Low Pressure Dosing☐ Surface Irrigation☐ Drip X Emitter

Disposal Area

812 FT²

Disposal Length

406 LF

Trench Depth

15"

Trench width

24"

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the Authorized Agent to enter upon the above described property for the purpose of lot evaluation and inspection of the OSSF. I also acknowledge that inspection of the OSSF is required prior to all components being covered and use of the system.

Signature of Owner (Name on Deed)

[Signature]Date 6/11/24

DEPARTMENT USE ONLY BELOW THIS LINE

APPLICATION: ☒ APPROVAL ☐ DISAPPROVALDATE 6-14-2024INSPECTOR [Signature]LIC# 0033966Well Log or Plug Report Required? ☒ Yes ☐ NoRecorded Plat Required? ☐ Yes ☒ NoFlood Zone: ☒ Yes ☐ NoBOD Test Req? ☐ Yes ☒ NoBrazoria County Appraisal ID # 245639ETJ —Flood Plain Info: ☒ New Construction ☐ Upgrade

Legal Description: SUB

San Luis Brach

Ab

0029

Sec

Block

8

Lot

16

Precinct

1

Authorization to Construct

Provided to Installer:

Date:

☐ In person ☐ Fax ☐ Mail By:INSPECTION: ☒ APPROVAL ☐ DISAPPROVAL DATE

INSPECTOR

LIC#

Final Permit Copies

Provided to Installer:

Date:

☐ In person ☐ Fax ☐ Mail By:

Provided to Maintenance Prov:

Date:

☐ In person ☐ Fax ☐ Mail By:

Revised 3/22/24 jcs

11-17-2024
JAV

- A - TWO WAY CLEAN OUT
- B - CLEARSTREAM 600NC3T
- D - VALVE BOX
- F - VACUUM BREAKER
- G - VACUUM BREAKER / BACK FLOW PREVENTOR

ELECTRICAL EQUIPMENT
MUST BE MOUNTED ABOVE
BASE FLOOD LEVEL
SEPTIC TO BE INSTALLED IN
ACCORDANCE TO 30 TAC 285
AND BRAZORIA COUNTY
RULES & REGULATIONS

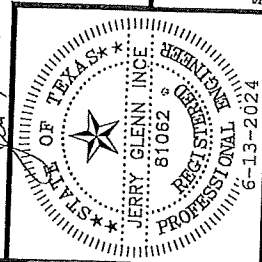
DRIP AREA MUST BE CLEAR OF
ALL VEGETATION AND LEVELED TO
DRAIN

SLOPE .2%

THE PROPOSED LOTS, HOUSES, WATER WELLS
AND DRIVEWAYS MUST BE INSTALLED ACCORDING
TO DESIGN IN ORDER FOR THE
THE SEPTIC SYSTEMS TO BE INSTALLED CORRECTLY.

BARRIERS AROUND THE DRIP LINES
ARE RECOMMENDED IN ORDER
TO PREVENT PARKING ON LINES

J. D. L. PE



INCE ENGINEERING, LLC

FIRM# F-8660
2507 SILENT SHORE CT
RICHMOND, TEXAS

RCCADEN LLC
LOT 16, BLK 8, SEC 3
4828 BLUEWATER DR (CR 257)
SAN LUIS, TEXAS 77541
BRAZORIA COUNTY

DSSP

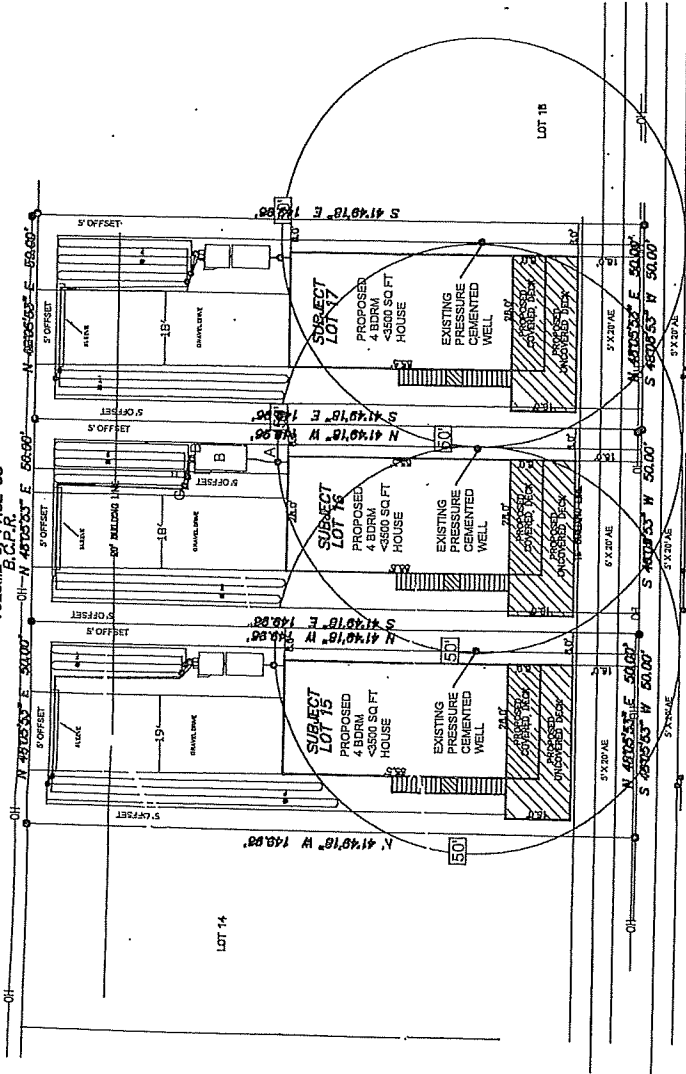
File Name: RCCADEN L16 28 53

Drawn By: J. D. L. Date: 6-24

Sheet Number: 1 of 2

BLUEWATER HIGHWAY (120' R.O.W.)

BLOCK B
SAN LUIS BEACH
VOLUME 8, PAGE 53
B.C.P.R.



ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1-9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION				FOR INSURANCE COMPANY USE	
A1. Building Owner's Name Ryan Cade				Policy Number:	
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 4828 Bluewater Drive (CR 257C)				Company NAIC Number:	
City San Luis		State Texas		ZIP Code 77541	
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) Lot 16, Block 8, San Luis Beach Subdivision, Section 3 (Volume 8, Page 53 B.C.P.R.), S.F. Austin Peninsular League, Abstract 29					
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential Pre-Construction</u>					
A5. Latitude/Longitude: Lat. <u>28°59'52.17" N</u> Long. <u>95°13'46.86"W</u> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input checked="" type="checkbox"/> NAD 1983					
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.					
A7. Building Diagram Number <u>5</u>					
A8. For a building with a crawlspace or enclosure(s):					
a) Square footage of crawlspace or enclosure(s) <u>0.00</u> sq ft					
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A8.b <u>0.00</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
A9. For a building with an attached garage:					
a) Square footage of attached garage <u>0.00</u> sq ft					
b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade <u>0</u>					
c) Total net area of flood openings in A9.b <u>0.00</u> sq in					
d) Engineered flood openings? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION					
B1. NFIP Community Name & Community Number Brazoria County Unincorporated Area 485458			B2. County Name Brazoria		B3. State Texas
B4. Map/Panel Number 48039C0850	B5. Suffix K	B6. FIRM Index Date 06-05-1989	B7. FIRM Panel Effective/ Revised Date 12-30-2020	B8. Flood Zone(s) AE	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth) 14.0'
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input checked="" type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____					
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input checked="" type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____					
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Designation Date: <u>10-01-1983</u> <input checked="" type="checkbox"/> CBRS <input type="checkbox"/> OPA					

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 4828 Bluewater Drive (CR 257C)			Policy Number:
City San Luis	State Texas	ZIP Code 77541	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

- C1. Building elevations are based on: ☒ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

- C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: RR-455 Vertical Datum: NAVD 88

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

- | | | | |
|---|-------------|--|---------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) | <u>16.0</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| b) Top of the next higher floor | <u>N/A</u> | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) | <u>N/A</u> | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| d) Attached garage (top of slab) | <u>N/A</u> | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building
(Describe type of equipment and location in Comments) | <u>N/A</u> | <input type="checkbox"/> feet | <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) | <u>4.6</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) | <u>5.0</u> | <input checked="" type="checkbox"/> feet | <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support | <u>N/A</u> | <input type="checkbox"/> feet | <input type="checkbox"/> meters |

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☐ Check here if attachments.

Certifier's Name
Terry Singletary

License Number
TX RPLS 4808

Title
Registered Professional Land Surveyor

Company Name
Doyle & Wachtstetter Inc.

Address
131 Commerce St.

City
Clute

State
Texas

ZIP Code
77531



Signature

Terry Singletary

Date
04-06-2021

Telephone
(979) 265-3622

Ext.
1042

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

A Bridge spike was set in a power pole at the northeast corner of Block 8, Lot 17 for bench mark at elevation 7.16 feet (7' 2").

ELEVATION CERTIFICATEOMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 4828 Bluewater Drive (CR 257C)			Policy Number:	
City San Luis	State Texas	ZIP Code 77541	Company NAIC Number	
SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)				
For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.				
E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).				
a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.				
b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the LAG.				
E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.				
E3. Attached garage (top of slab) is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.				
E4. Top of platform of machinery and/or equipment servicing the building is _____ <input type="checkbox"/> feet <input type="checkbox"/> meters <input type="checkbox"/> above or <input type="checkbox"/> below the HAG.				
E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown. The local official must certify this information in Section G.				
SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION				
The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.				
Property Owner or Owner's Authorized Representative's Name				
Address	City	State	ZIP Code	
Signature	Date	Telephone		
Comments				
<input type="checkbox"/> Check here if attachments.				

ELEVATION CERTIFICATEOMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 4828 Bluewater Drive (CR 257C)			Policy Number:	
City San Luis	State Texas	ZIP Code 77541	Company NAIC Number	
SECTION G – COMMUNITY INFORMATION (OPTIONAL)				
The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.				
G1. <input type="checkbox"/> The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.) G2. <input type="checkbox"/> A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO. G3. <input type="checkbox"/> The following information (Items G4–G10) is provided for community floodplain management purposes.				
G4. Permit Number		G5. Date Permit Issued		G6. Date Certificate of Compliance/Occupancy Issued
G7. This permit has been issued for: <input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Improvement G8. Elevation of as-built lowest floor (including basement) of the building: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____ G9. BFE or (in Zone AO) depth of flooding at the building site: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____ G10. Community's design flood elevation: _____ <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____				
Local Official's Name			Title	
Community Name			Telephone	
Signature			Date	
Comments (including type of equipment and location, per C2(e), if applicable)				
<input type="checkbox"/> Check here if attachments.				

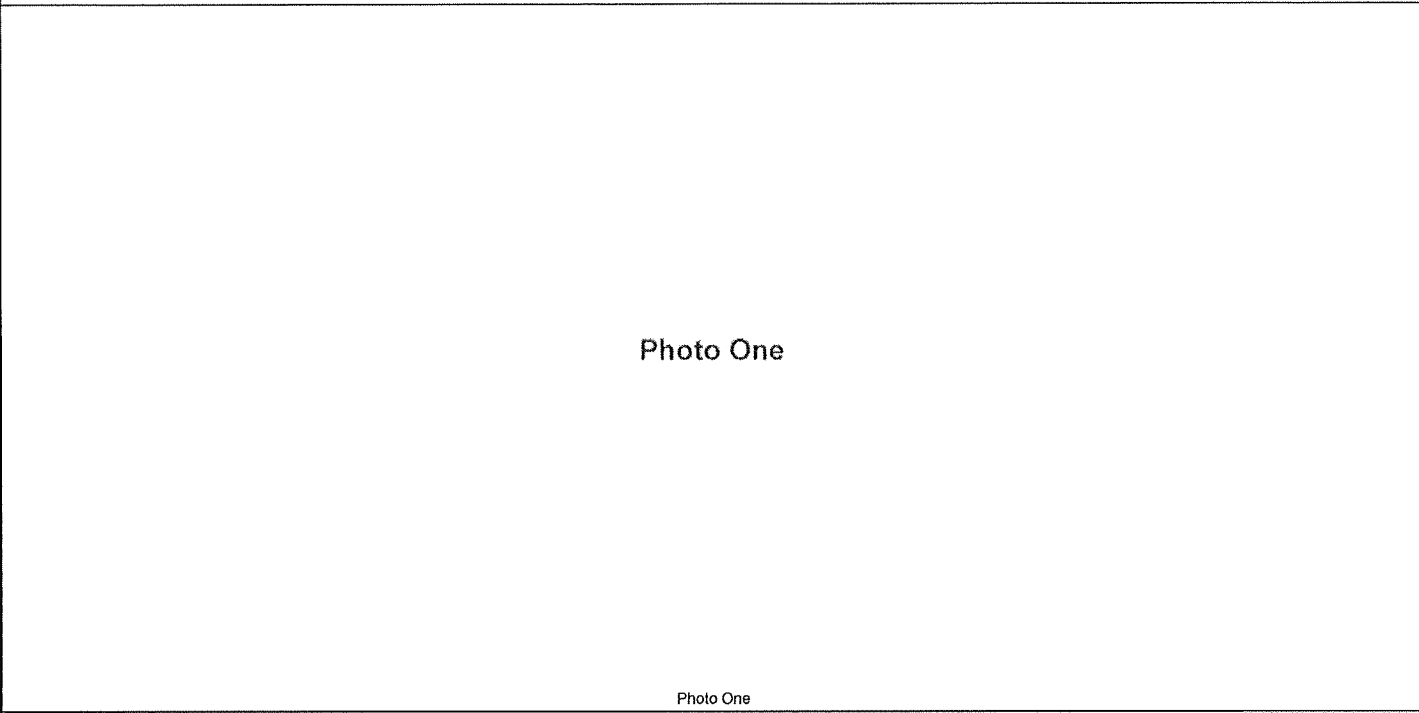
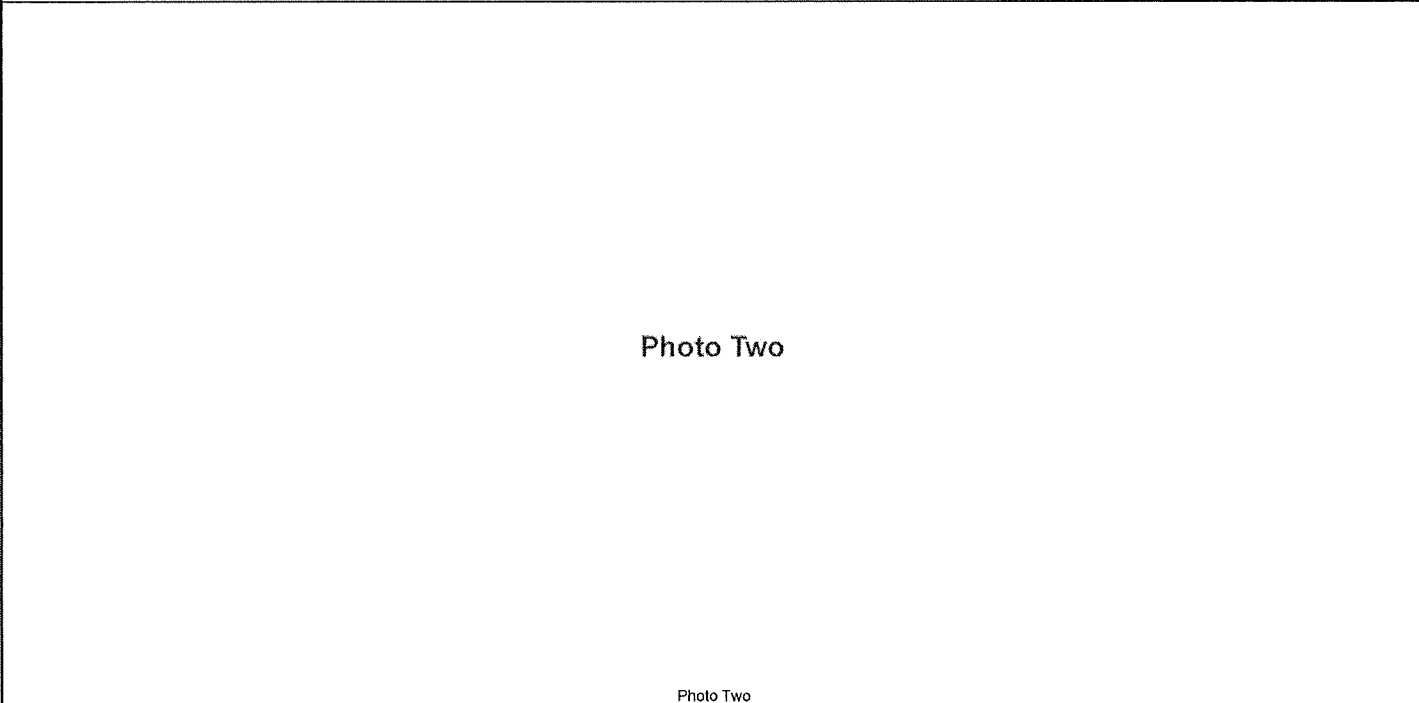
ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 4828 Bluewater Drive (CR 257C)			Policy Number:
City San Luis	State Texas	ZIP Code 77541	Company NAIC Number
<p>If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.</p>			
 <p>Photo One</p>			
Photo One Caption			Clear Photo One
 <p>Photo Two</p>			
Photo Two Caption			Clear Photo Two

ELEVATION CERTIFICATE**BUILDING PHOTOGRAPHS**

Continuation Page

OMB No. 1660-0008

Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 4828 Bluewater Drive (CR 257C)			Policy Number:
City San Luis	State Texas	ZIP Code 77541	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Photo Three

Photo Three

Photo Three Caption

Clear Photo Three

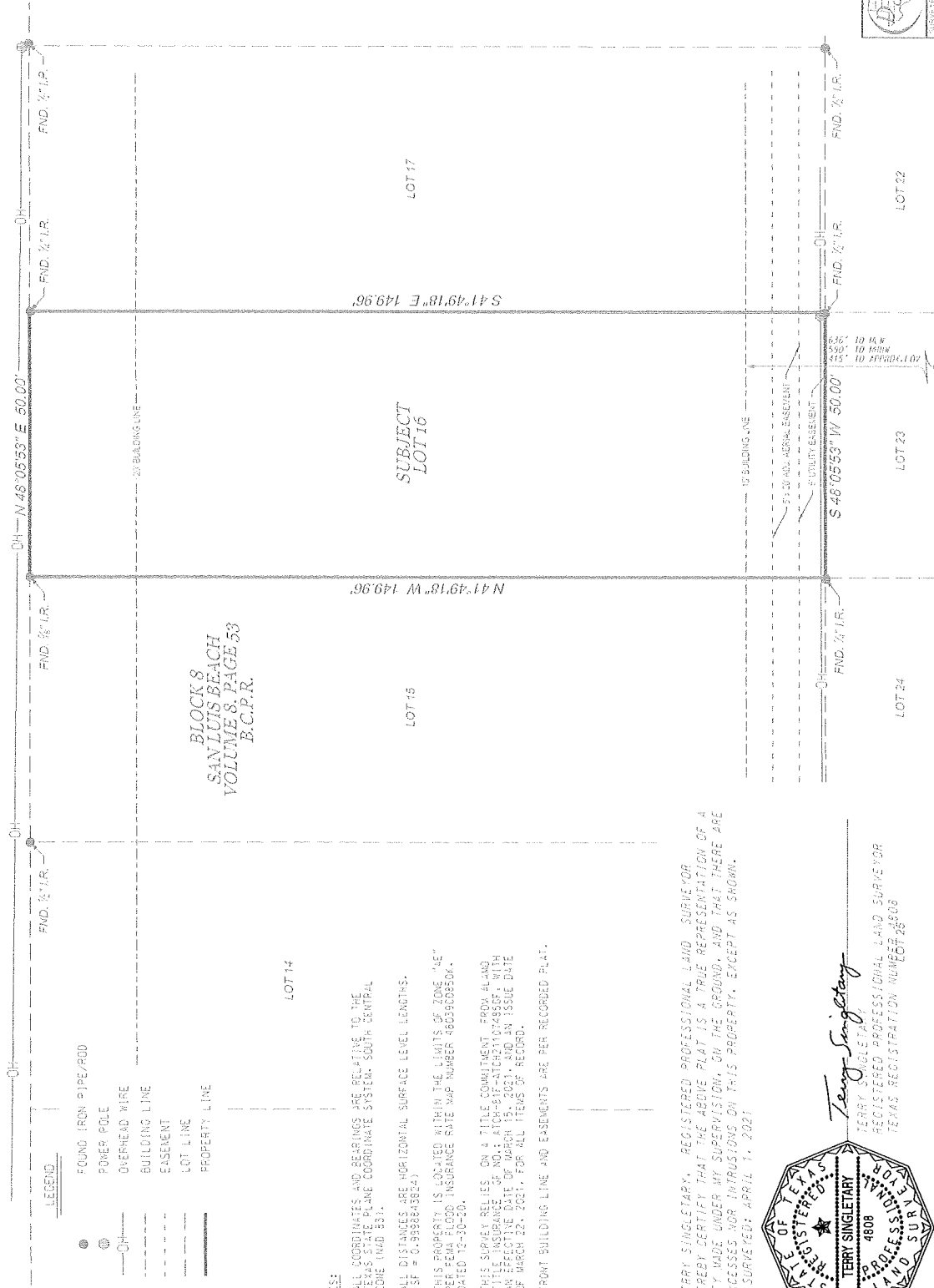
Photo Four

Photo Four

Photo Four Caption

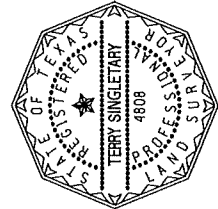
Clear Photo Four

BLUEWATER HIGHWAY (120' R.O.W.)



- NOTES:
1. ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
 2. ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS.
 3. THIS PROPERTY IS LOCATED WITHIN THE LIMITS OF ZONE 14E. BEING INSURED BY THE TEXAS STATE INSURANCE COMPANY (TSP # 0-9898643824).
 4. THIS SURVEY RELIES ON A TITLE COMMITMENT FROM ALAMO TITLE INSURANCE OF NO. 1 ATCH-51F-ATCH211074850F, WITH AN EFFECTIVE DATE OF MARCH 15, 2021, AND AN ISSUE DATE OF MARCH 22, 2021, FOR ALL ITEMS OF RECORD.
 5. FRONT BUILDING LINE AND EASEMENTS ARE PER RECORDED PLAT.

1. TERRY SINGLETARY, REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN. DATE SURVEYED: APRIL 1, 2021



Terry Singletary
TERRY SINGLETARY
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4808

SURVEY PLAT
OF
LOT 16, BLOCK 8

OF
SAN LUIS BEACH
SECTION NO. 3
RECORDED IN
VOLUME 8, PAGE 53
OF THE

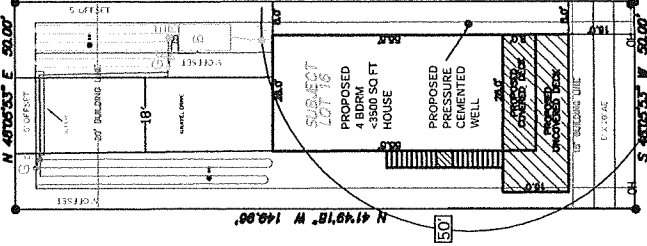
BRAZORIA COUNTY PLAT RECORDS
IN THE
S. F. AUSTIN PENINSULA LEAGUE
ABSTRACT 29
BRAZORIA COUNTY, TEXAS
FOR

RCCADEN, LLC
BLUEWATER HIGHWAY

Doyle & Wachstetter, Inc.
Surveying and Mapping GPS/GIS
151 LOUISIANA STREET, SUITE 100
HOUSTON, TEXAS 77055
TEL: 281-288-8888 FAX: 281-288-8889
WWW.DOYLEANDWACHSTETTER.COM

BLUEWATER HIGHWAY (120' R.O.W.)

BLOCK 8
SAN LUIS BEACH
VOLUME 8, PAGE 53
B.C.P.R.



- A - TWO WAY CLEAN OUT
- B - CLEARSTREAM 600NCST
- D - VALVE BOX
- E - KRAIN ALTERNATING VALVE OR EQUIVALENT
- F - VACUUM BREAKER
- G - VACUUM BREAKER / BACKFLOW PREVENTOR

ELECTRICAL EQUIPMENT MUST BE MOUNTED ABOVE BASE FLOOD LEVEL

SEPTIC TO BE INSTALLED IN ACCORDANCE TO 30 TAC 285 AND BRAZORIA COUNTY RULES & REGULATIONS

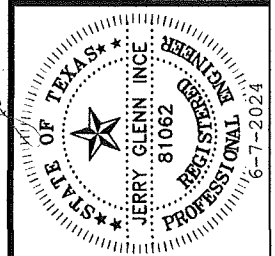
DRIP AREA MUST BE CLEAR OF ALL VEGETATION AND LEVELED TO DRAIN.

SLOPE < 2%

THE PROPOSED BEACH HOUSES, WATER WELLS AND DRIVEWAYS MUST BE INSTALLED ACCORDING TO DESIGN IN ORDER FOR THE SEPTIC SYSTEMS TO BE INSTALLED CORRECTLY.

BARRIERS AROUND THE DRIP LINES ARE RECOMMENDED IN ORDER TO PREVENT PARKING ON LINES

J. D. L. PE



INCE ENGINEERING, LLC

PTM# F-6860
2507 SILENT SHORE CT
RICHMOND, TEXAS

RCCADEN LLC
LOT 16, BLK 8, SEC 3
4828 BLUEWATER DR (CR 257)
SAN LUIS, TEXAS 77541
BRAZORIA COUNTY



SCALE 1" = 30'

USST

File Name: RCCADEN LIS BB 53

Drawn By: J. BLVS Date: 6-24

Sheet Number: 1 of 2

LOT 16, BLK 8
ZONE ONE
4 LINES @ 55' = 220'
ZONE TWO
PLACES @ 110' = 110'
TOTAL = 408 LINEAR FT.

Drip Irrigation Calculations Zone 1:

1. NUMBER OF EMITTERS ZONE 1 = 110
2. FLOW RATE PER EMITTER = 0.53 GPH
3. FLOW RATE PER ZONE = $110 \times 0.53 / 60 = 0.97$ GPM
4. FLUSHING REQUIREMENT = 1.11 GPM
5. TOTAL FLOW = 2.08 GPM
6. ZONE 1 CAN ACCEPT $2.08 \times 300 = 624$ GPD
7. NUMBER OF DOSES ZONE 1 PER DAY = 6
8. RUN TIME ZONE 1 PER DOSE = $163 / 6 / 0.97 = 28.01$ MINUTES PER DOSE USE 29
9. TIMER OFF BETWEEN DOSES 3 HRS AND 31 MINUTES

Drip Irrigation Calculations Zone 2:

1. NUMBER OF EMITTERS ZONE 2 = 110
2. FLOW RATE PER EMITTER = 0.53 GPH
3. FLOW RATE PER ZONE = $110 \times 0.53 / 60 = 0.97$ GPM
4. FLUSHING REQUIREMENT = 1.11 GPM
5. TOTAL FLOW = 2.08 GPM
6. ZONE 2 CAN ACCEPT $2.08 \times 300 = 624$ GPD
7. NUMBER OF DOSES ZONE 2 PER DAY = 6
8. RUN TIME ZONE 2 PER DOSE = $163 / 6 / 0.97 = 28.01$ MINUTES PER DOSE USE 29
9. TIMER OFF BETWEEN DOSES 3 HRS AND 31 MINUTES

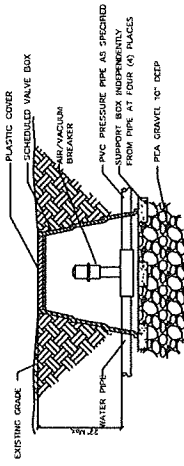
USE GEOPLOW WASTEFLOW MODEL WPC160-24 IN WITH PRESSURE REDUCING EMITTERS SPACED EVERY 2 FEET OR EQUIVALENT.

LEVEL DRIP AREA WITH TYPE 15 SOIL

SLEEVE ALL LINES UNDER CONCRETE
SLEEVE WHERE SEPTIC AND WATER LINES CROSS
NO LANDSCAPING OR TREES CAN BE IN THE DRIP AREA

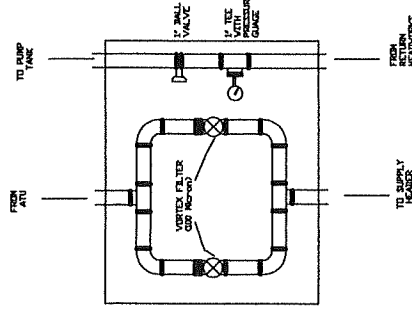
THIS PROPERTY IS LOCATED IN FEMA ZONE AE
AS SHOWN ON FIRM 48039C0850K

IF DRIP FIELD IS LOCATED IN A LOW AREA
BRING DRIP FIELD TO GRADE.

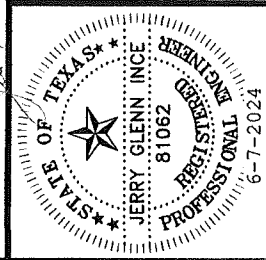


AIR/VACUUM BREAKER
NPS

DRIP LINES TO BE BURIED 6"



HEADWORKS AND BOX
NPS



INCE ENGINEERING, LLC

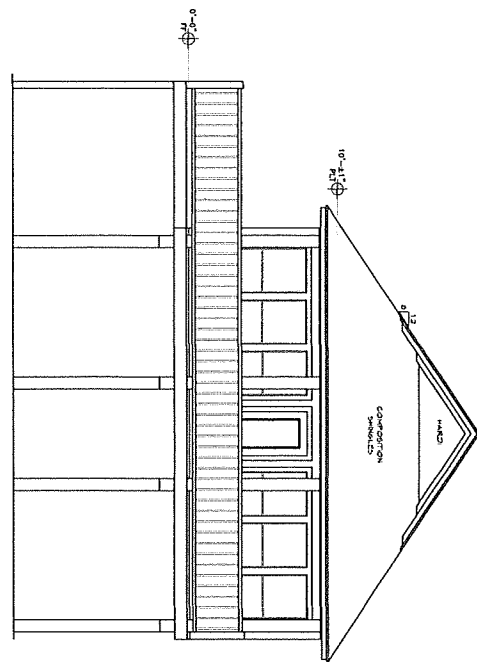
FIRM# F-6660
2507 SILENT SHORE CT
RICHMOND, TEXAS

RCCADEN LLC
LOT 16, BLK 8, SEC 3
4828 BLUEWATER DR (CR 257)
SAN LUIS, TEXAS 77541
BRAZORIA COUNTY

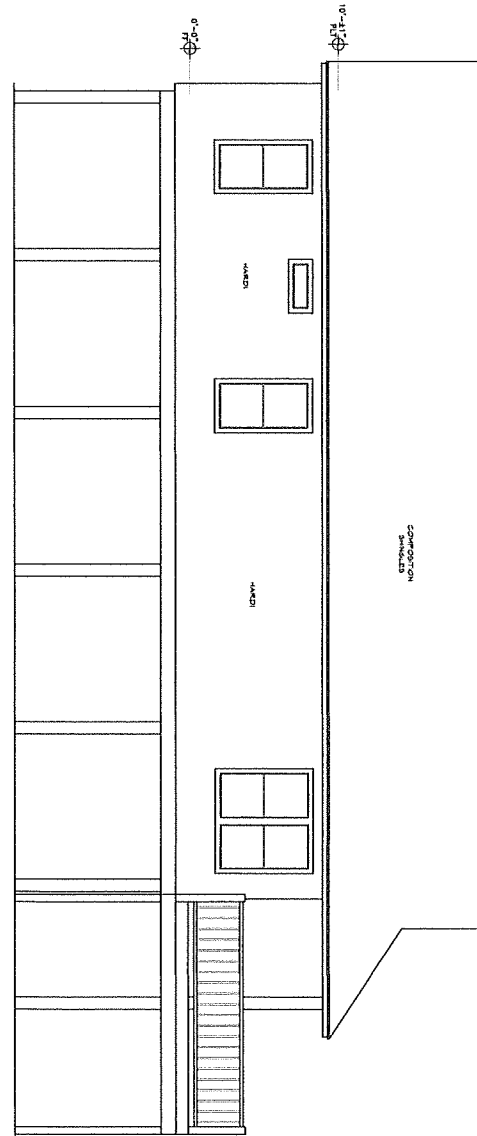
CSST

Title Name: RCCADEN LLC BS CS
Drawn By: J. BLVS Date: 6-24

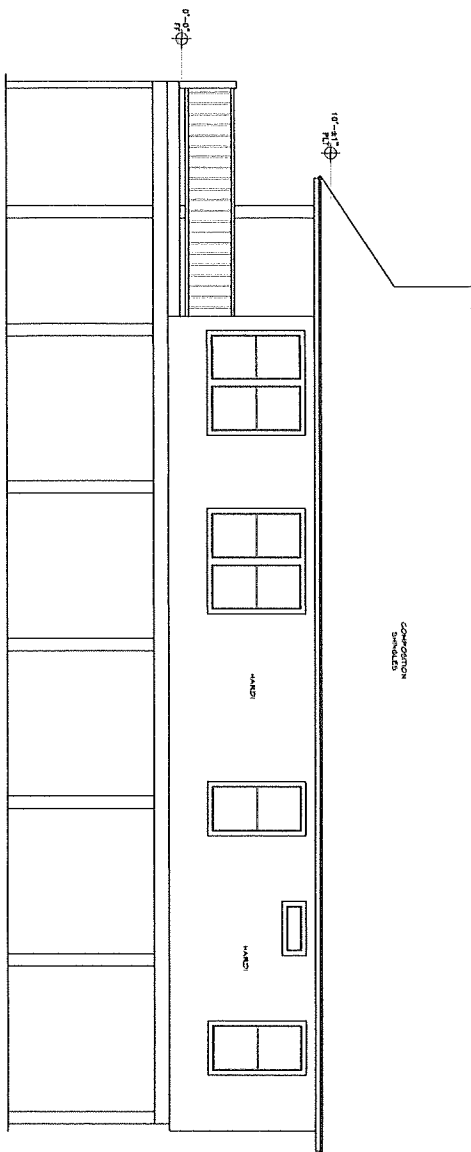
Sheet Number: 2 of 2



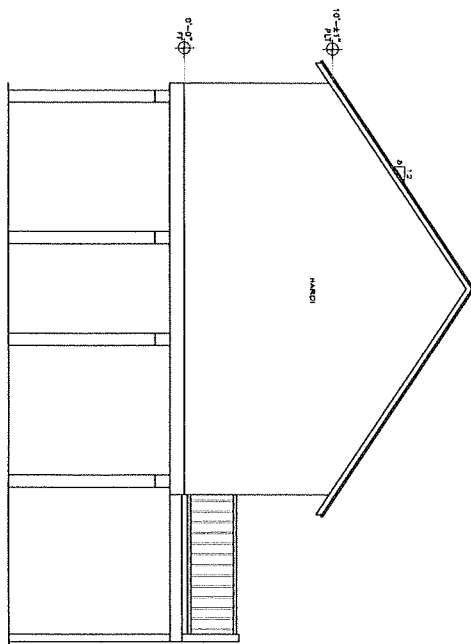
1 FRONT VIEW
A1 SCALE 1/4" = 1"



2 LEFT SIDE VIEW
A1 SCALE 1/4" = 1"



2 RIGHT SIDE VIEW
A2 SCALE 1/4" = 1"



1 REAR VIEW
A2 SCALE 1/4" = 1"

A1

12-11-18

ELEVATIONS

GILBERT RESIDENCE

BLUEWATER HIGHWAY - SAN LUIS BEACH

JOB #: 20189293

REVISION HISTORY	
NUMBER	DATE

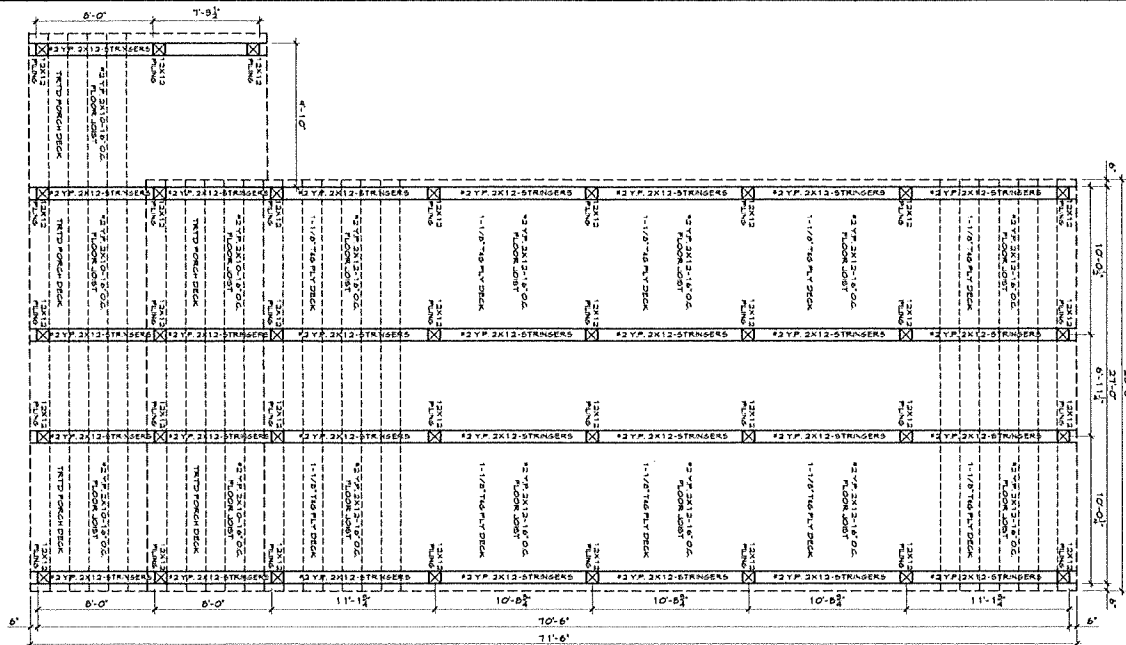
Moonlight House

Plans

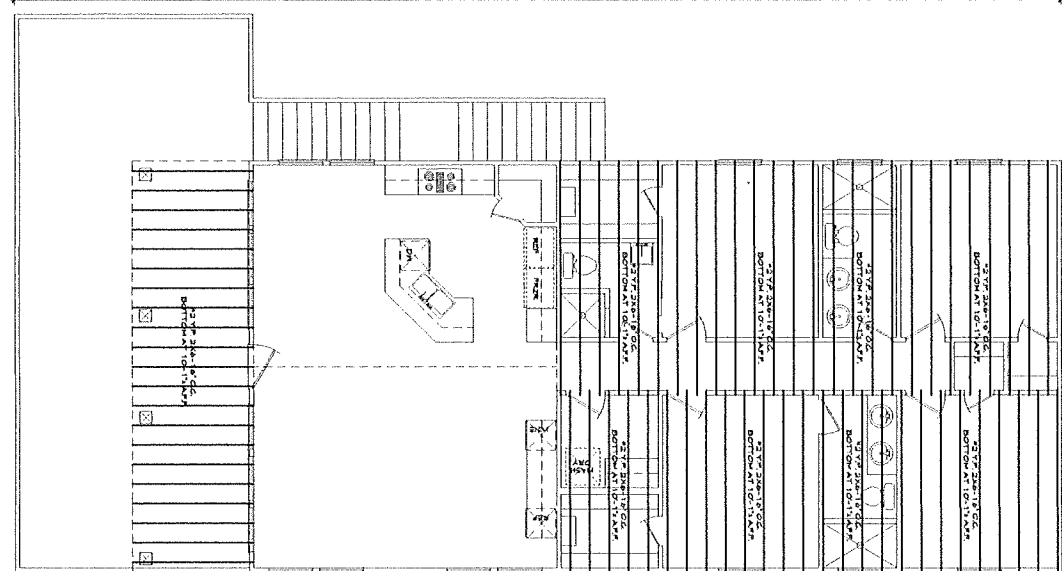
979-482-1967

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ARCHITECTURAL FIRM. THESE PRINTS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL REASONS. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES. ALL DIMENSIONS, DETAILS & SPECIFICATIONS. OWNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION IS BEGUN.

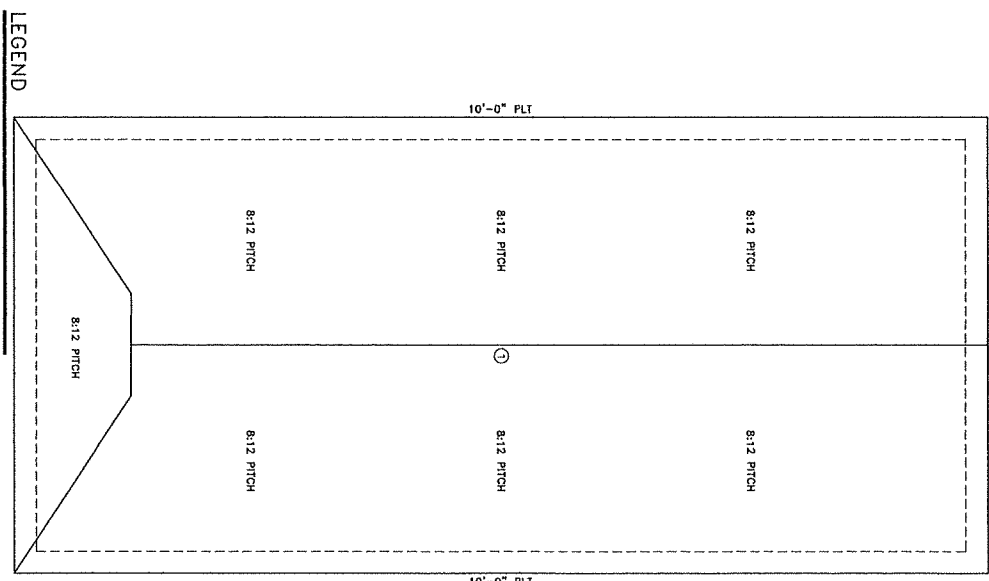
THESE DRAWINGS, SPECIFICATIONS AND REAR ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS AND SHALL NOT BE REPRODUCED, REPRODUCED, OR ALTERED IN ANY WAY.



1 FOUNDATION
S1 SCALE 1/4" = 1'



1 CEILING JOIST
S2 SCALE 1/4" = 1'



- LEGEND
- 1 RIDGE
 - 2 HP
 - 3 VALLEY
 - 4 OUTLOOKERS
 - 5 KICKOUTS
 - 6 CRICKET
 - 7 PURLINS

NOTES
UNLESS NOTED OTHERWISE (U.N.O.)

- 01. 8:12 PITCH
- 02. 10'-2 1/2" P.L.T. HTS.
- 03. COMPOSITION SHINGLES
- 04. 18" OVERHANG FROM OUTSIDE OF STUD WALL

1 ROOF LAYOUT
S3 SCALE 1/4" = 1'

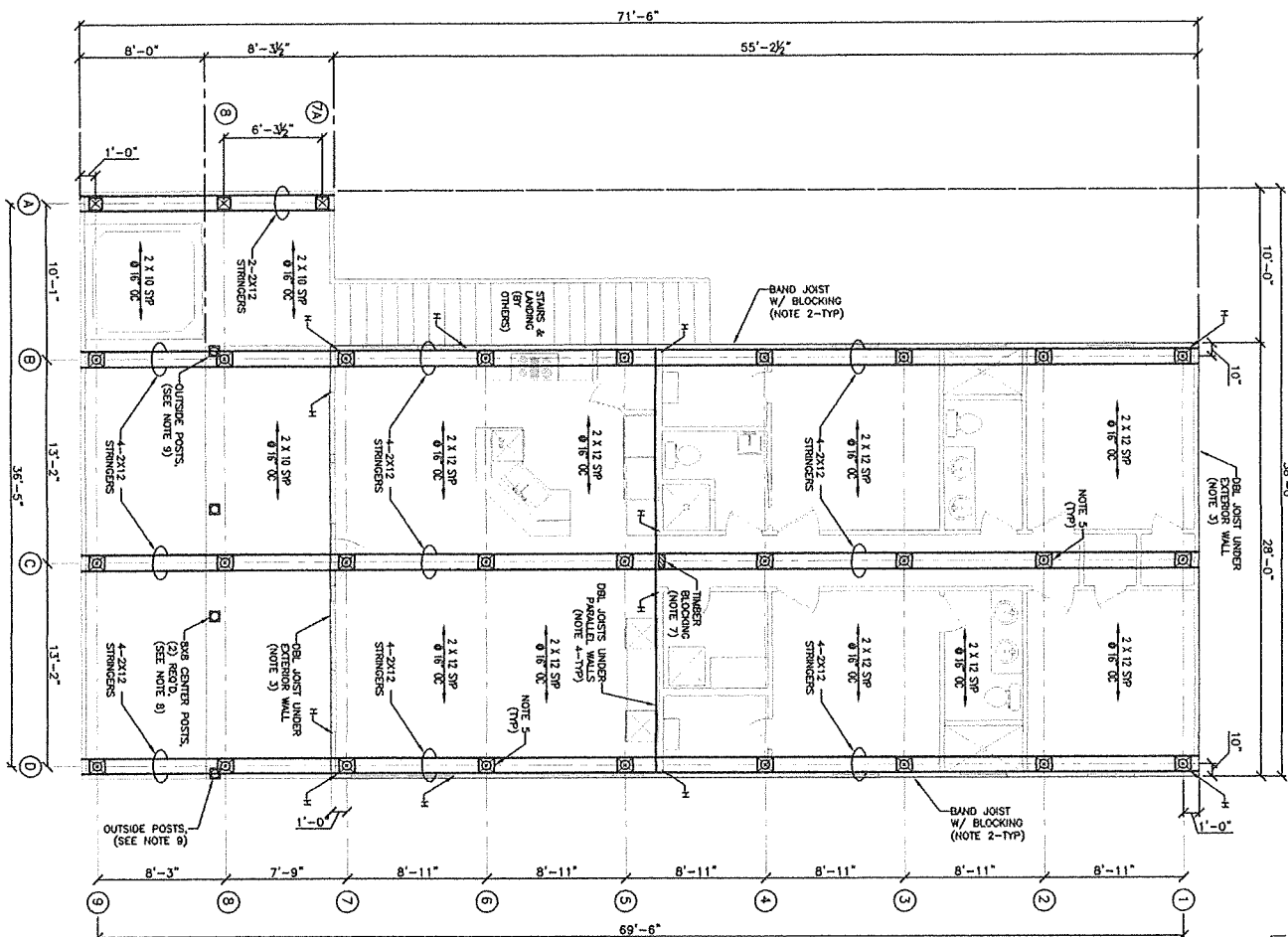
STRUCTURAL
GILBERT RESIDENCE
BLUEWATER HIGHWAY - SAN LUIS BEACH
JOB # 20189299

REVISION HISTORY	
NUMBER	DATE





Moonlight House
Plans
979-482-1967

MOONLIGHT HOUSE PLANS IS A DRAFTING FIRM, NOT AN ENGINEERING OR ARCHITECTURAL FIRM. THESE PLANS ARE TO BE APPROVED BY A LOCAL ENGINEER FOR ALL STRUCTURAL REQUIREMENTS. MOONLIGHT HOUSE PLANS IS NOT RESPONSIBLE FOR ANY STRUCTURAL OR DESIGN MISTAKES. ALL SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS, DETAILS & SPECIFICATIONS. DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION OF STUDIES. THESE DRAWINGS, SPECIFICATIONS AND BEARS ARE THE PROPERTY OF MOONLIGHT HOUSE PLANS, AND SHALL NOT BE REPRODUCED, REPRODUCED, OR REPRODUCED IN ANY MANNER.

NOTE: THIS DESIGN MEETS THE REQUIREMENTS OF THE 2018 IRC (INTERNATIONAL RESIDENTIAL CODE),
DESIGN WIND VELOCITY = 150 MPH (3 SEC GUSTS, USD), EXPOSURE D, RISK CATEGORY II.

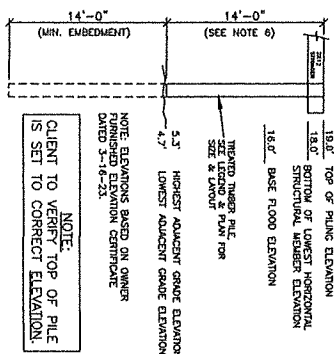


LEGEND:

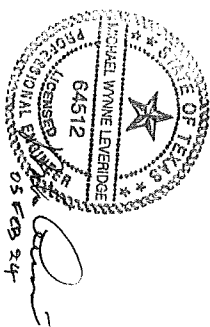
-  = 12X12 PILING
 H = HOLDOWN (SEE NOTE 1)
 = 10X10 PILING (PILE ROW A)
 = 8X8 POST
 = 4X8 MIN. TIMBER BLOCKING

NOTES:

1. SEE LEGEND ON WIND FORCE RESISTING PLAN (DRWG. S3) FOR TYPE OF HOLDOWN.
2. INSTALL BAND JOIST WITH SOLID BLOCKING BETWEEN JOISTS AT EXTERIOR WALLS PARALLEL TO STRINGER BEAMS. SEE DETAIL 625162.
3. INSTALL DOUBLE JOIST UNDER EXTERIOR WALL. SEE DETAIL 625161.
4. INSTALL DOUBLE JOIST UNDER PARALLEL WALLS ABOVE.
5. TYPICAL STRINGER/PILE CONNECTION (SEE DET 625220).
6. PILE LENGTH & EMBEDMENT, SEE TYPICAL PILE DETAIL THIS DRAWING. NOTE, GROUND ELEVATIONS VARY. CLIENT TO VERIFY ELEVATIONS, FILL REQUIREMENTS AND REQUIRED PILING LENGTH PRIOR TO PILING INSTALLATION. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT SHOWN.
7. PROVIDE SOLID BLOCKING (MIN. 4X8 TIMBER) BETWEEN STRINGERS TO TOP OF FLOOR JOISTS AT INDICATED LOCATIONS. BOIT BLOCKING TO STRINGERS AND FLOOR JOISTS USING (2) 3/4" DIA. GALV. MACH. BOLTS WITH NUTS & WASHERS AT EACH CONNECTION.
8. CENTER POSTS - NOTCH BOTTOM OF 8X8 POSTS AND BOIT BETWEEN DBL. DECK JOISTS (2-2X10'S EACH SIDE) USING (2) 3/4" GALV. BOLTS WITH NUTS & WASHERS AT EACH CONNECTION. DO NOT NOTCH BOTTOM OF POST MORE THAN 50% OF THICKNESS. NOTCH TOP OF POST PER NOTE 8.
9. DRWG. S3
10. EXISTING POSTS - BOTTOM OF 8X8 DECK POSTS ARE TO BE NOTICED TO EXTEND ALONG OUTSIDE OF STRINGER BEAMS BELOW NOTCH BOTTOM OF POST LEAVING 5" REMAINING THICKNESS WHERE POSTS BEAR UPON STRINGER. BOIT THROUGH STRINGER BEAMS AND JOISTS USING (2) 3/4" GALV. BOLTS WITH NUTS & WASHERS AT EACH CONNECTION.



TYPICAL PILE DETAIL

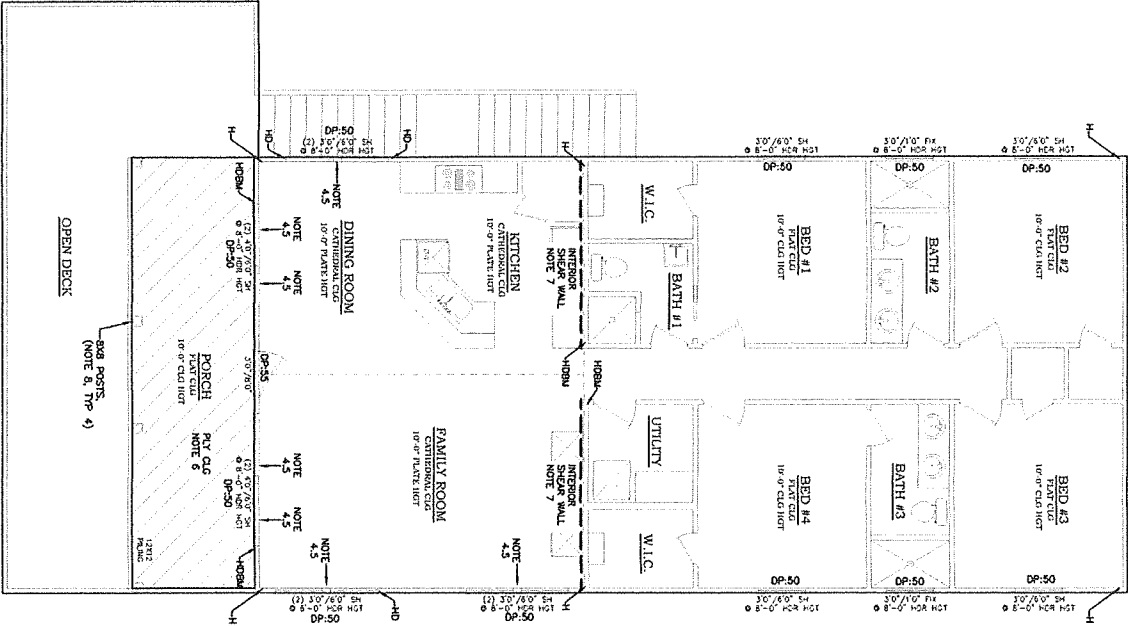


PIILING FOUNDATION PLAN

SCALE: 1/8" = 1' 0"

SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT SHOWN

NOTE: THIS DESIGN MEETS THE REQUIREMENTS OF THE 2018 IRC (INTERNATIONAL RESIDENTIAL CODE), DESIGN WIND VELOCITY = 150 MPH (3 SEC. Gusts, USD), EXPOSURE D, RISK CATEGORY II.



3\"/>

LEGEND:

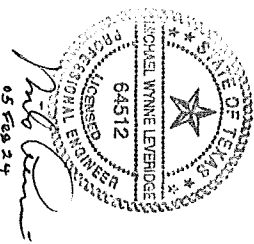
H = HTTS (TOP SIDE) ATTACHED TO MAX (2) FULL STUDS W/ (26) 16d (0.162\"/>

DP-XX = MINIMUM REQUIRED DESIGN PRESSURE (PSF) FOR WINDOWS & DOORS (SEE NOTE 4.1)

NOTES: WIND FORCE RESISTING SYSTEM PLAN

1. FULL HT. STUDS AT ALL EXTERIOR WALLS (AND POOR WALLS). 2X6 WALL FRAMING REQUIRED FOR STUD LENGTHS 12 FT & LONGER. CONSULT ENGINEER FOR MINIMUM STUD SIZE REQUIREMENTS FOR STUDS OVER 16 FT (SUCH AS CABLE END WALLS).
2. ROOFING: ROOFING PRODUCTS SHALL BE LISTED AS APPROVED PRODUCTS IN THE PRODUCT EVALUATION INDEX MAINTAINED BY THE TEXAS DEPARTMENT OF INSURANCE. ASPHALT SHINGLE ROOF COVERINGS MUST BE TESTED IN ACCORDANCE WITH ASTM D 7168 CLASS H OR ASTM D 3161 CLASS F AND INSTALLED IN ACCORDANCE WITH PACKAGE INSTRUCTIONS. SINGLE-TIER SHINGLES, APPLY SHINGLES AND STARTERS EXACTLY AS PRESCRIBED BY MANUFACTURER FOR HIGHEST WIND WARRANTY. FOR LOW PITCH COMPOSITION ROOF (FROM 2:12 TO 4:12) DOUBLE UNDERLAYMENT IS REQUIRED AND INSTALLED PER CODE REQUIREMENTS. METAL ROOFING PRODUCTS SHALL BE TESTED AND APPROVED PRODUCT SUITABLE FOR ROOF PITCH. CLADDING: VERIFY DECKING REQUIREMENTS PRIOR TO COMMENCEMENT ON METAL ROOF PRODUCT.
3. WALL SHEATHING TO BE NAILED AT 3\"/>
4. WINDOWS AND DOORS: WINDOWS AND DOORS MUST MEET PRESSURE REQUIREMENTS AS NOTED NEXT TO OPENING, BE LISTED AS AN APPROVED PRODUCT IN THE PRODUCT EVALUATION LIST MAINTAINED BY THE TEXAS DEPARTMENT OF INSURANCE, AND BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND THE 10 PRODUCT EVALUATION. WINDOW DECKS PROTECTION - ALL PRODUCTS WITH GLAZING MUST USE AN IMPACT RATED PRODUCT OR HAVE AN APPROVED IMPACT PROTECTION SYSTEM. DOORS WITH GLAZING MUST BE IMPACT RATED (GLAZING AND GLASS ASSEMBLY) OR HAVE AN APPROVED IMPACT PROTECTION SYSTEM FOR THE ENTIRE DOOR OPENING.
- 4.3. INSTALL MULTIPLE WINDOW UNITS WITH 6\"/>
5. SEE DETAILS WITH TRANSMITTAL DOCUMENT. REFER TO DRAWING S4 FOR CEILING FRAMING.
6. INSTALL 1/2\"/>
7. INSTALL INTERIOR SHEATHING (IN LOCATIONS INDICATED) PER DETAIL 633111. NOTE: INTERIOR SHEATHING IS TO EXTEND INTO ATTIC SPACE AND CONNECTED TO RAFTERS ABOVE.
8. NOTCH TOP OF POST AND BOLT TO COVERED DECK ROOF BEAMS WITH (2) 3/4\"/>

WIND FORCE RESISTING
SYSTEM PLAN
SCALE: 1/8\"/>



JOB # 101-01779-046

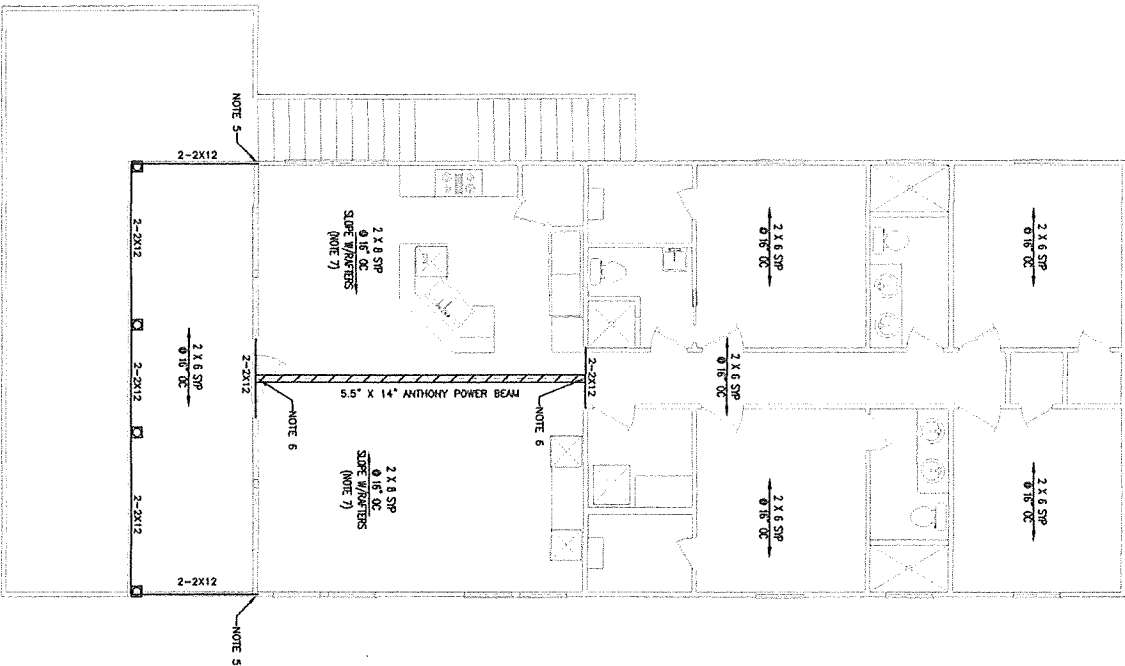
Engineers of Brazosport, LLC
TBP&E REG. NO. F-008007
122 West Way Street, Suite 401
Lake Jackson, Texas 77566
(979) 265-3383

REV: 0
DATE:
02/05/24

S3

RYAN CADE
4528 BLUEWATER DRIVE
FREEPORT, TEXAS

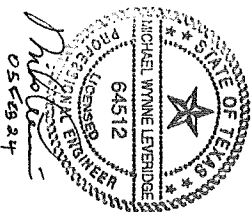
SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT SHOWN



- NOTES:
1. CEILING JOISTS ARE 2X6 @ 16" O.C. #2 SYP UNLESS NOTED.
2. ALL CEILING AND FLOOR JOISTS TO BE PLUMB BEAMS WITH SIMPSON FACE.
3. ATTACH CEILING JOISTS TO CEILING BRUSHS WITH SIMPSON FACE NAIL HANGERS, 1/4" H. SERIES OR EQUIV.
4. INSTALL DOUBLE FRAMING AT ATTIC ACCESS.
5. NOTCH PORCH BEAMS INTO WALL FRAMING OF ATTACH USING TYPE 316L STAINLESS STEEL CONCEALED FLANGE FACE MOUNT PLUGS (EQUIV. ACCEPTED). SEE DETAIL FOR CONNECTION.
6. PROVIDE MIN. 2" STUDS IN WALL FRAMING UNDER ENDS OF BEAM.
7. INSTALL COIL STRAPPING AT RIDGE. SEE NOTE 7, DRUGS-SS.
8. PROVIDE 2X6 FRAMING AT EXTERIOR WALLS WHERE PLUMBING RISERS ARE LOCATED.

CEILING FRAMING PLAN

SCALE: 1/8" = 1' 0"



NOTE: THIS DESIGN MEETS THE REQUIREMENTS OF THE 2018 IRC (INTERNATIONAL RESIDENTIAL CODE), DESIGN WIND VELOCITY = 150 MPH (3 SEC GUSTS, USD), EXPOSURE D, RISK CATEGORY II.

JOB # 101-01779-046

Engineers of Brazosport, LLC
 TBPE REG. NO. F-008007
 122 West Way Street, Suite 401
 Lake Jackson, Texas 77566
 (979) 265-3383

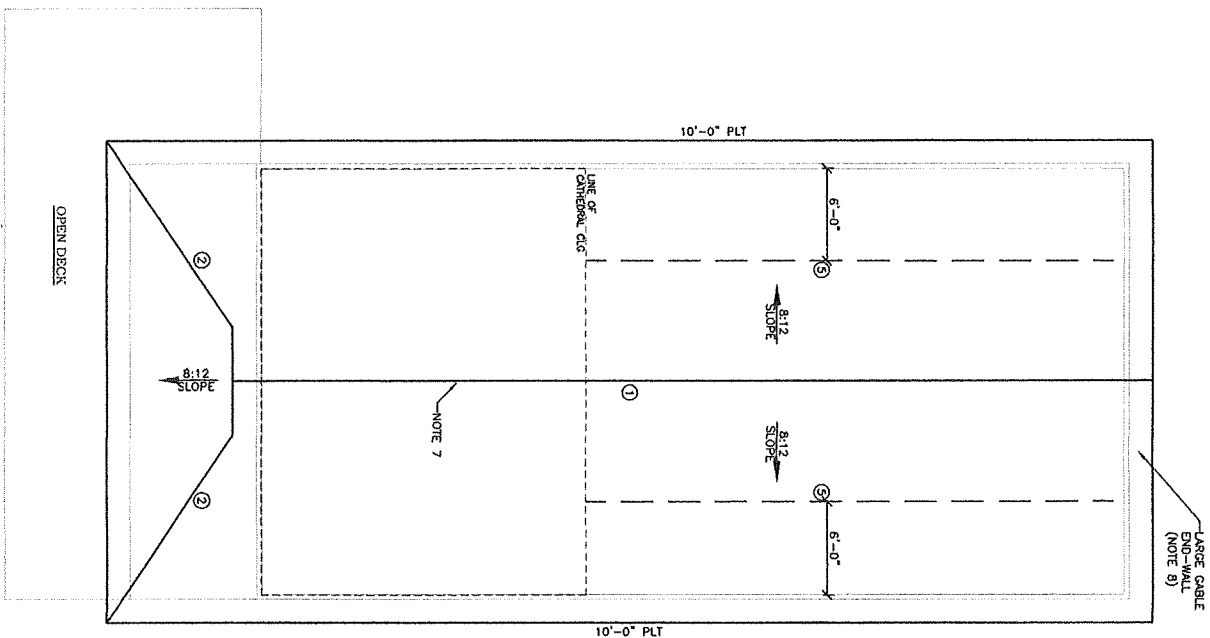
REV: 0
DATE:
02/05/24

S4

RYAN CADE
4828 BLUEWATER DRIVE
FREEPORT, TEXAS

SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT SHOWN

NOTE: THIS DESIGN MEETS THE REQUIREMENTS OF THE 2018 IRC (INTERNATIONAL RESIDENTIAL CODE), DESIGN WIND VELOCITY = 150 MPH (3 SEC. CLUST. USD), EXPOSURE D, RISK CATEGORY II.



LEGEND:

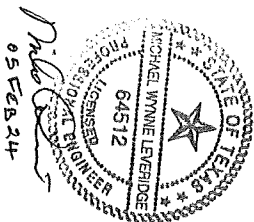
- ① RIDGE
- ② HIP
- ③ VALLEY
- ④ CRICKET
- ⑤ PURLIN

NOTES: ROOF FRAMING PLAN

1. RAFTERS ARE 2 X 6 @ 16" O.C. #2 OR #3 SYP UNLESS NOTED.
2. PURLINS AND BRACING - SEE DETAIL 622030.
3. CONNECTORS - SEE DETAIL 622030.
4. CRICKETS TO BE APPLIED TO ROOF DECK AND CONNECTED TO FRAMING WITH 3/8" X 4" GALVANIZED LAG SCREWS WITH WASHER.
5. DOUBLE FRAMING AROUND CHIMNEYS, DORMERS, SKYLIGHTS, AND OTHER MAJOR ROOF OPENINGS.
6. OUTLOOKERS TO BE 2 X 4 @ 16" ON CENTER.
7. INSTALL 18" LONG COIL STRAPPING ACROSS TOP OF RAFTERS AT RIDGE IN INDICATED LOCATIONS.
8. LARGE GABLE END-WALL - SPECIAL BRACING REQUIRED: ADD 8 FT LONG 2X4 NAILED TO BOTTOM SIDE OF RAFTERS AND ATTACHED TO TOP OF GABLE WALL STUDS. PROVIDE TOP BRACE EVERY 4 FT ATTACHED TO SAME STUDS AS SHOWN ON DETAIL 624010 CONNECTED TO STRONG-BACKS BELOW. CONSULT WITH ENGINEER'S INSPECTOR REGARDING ADDITIONAL BRACING IN UPPER 3RD OF STUDS FOR TALL GABLES.

ROOF FRAMING PLAN

SCALE: 1/8" = 1' 0"



JOB # 101-01779-046

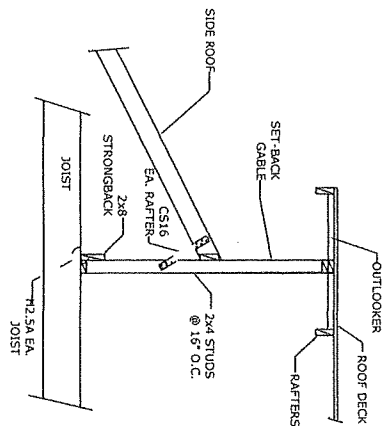
Engineers of Brazosport, LLC

TBPE REG. NO. F-008007
122 West Way Street, Suite 401
Lake Jackson, Texas 77566
(979) 265-3383

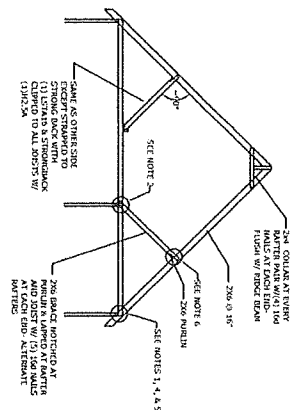
REV: 0
DATE:
02/05/24

S5

RYAN CADE
4828 BLUEWATER DRIVE
FREEPORT, TEXAS

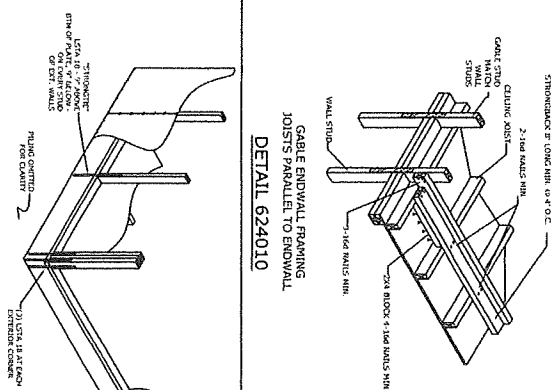


GABLE END - FRAMING SET - BACK
DETAIL 622010

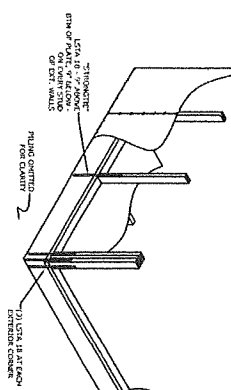


1. **NOTES:**
1. (1) NO OR NID CONNECTOR AT EACH PARTS.
2. (1) NO 2A CONNECTOR AT EACH BRACE ATTACHING JOIST TO WALL.
3. (1) NAILING PARTS 5PMU WALL BRACE 1:2
4. WALLS MUST REST UPON CONCRETE TOP PLATE OF WALL.
5. WALL MUST HAVE CONTINUOUS (NO SPIN) WALL.
6. PARTS TWO BRACE TO BE CONNECTED TO EACH OTHER BY N2A.
7. PARTS CONNECTOR TO BE ON SAME SIDE OF PLATE AS STUD CONNECTOR.
8. MAY USE U-BOLT INSTEAD OF NO OR NID.

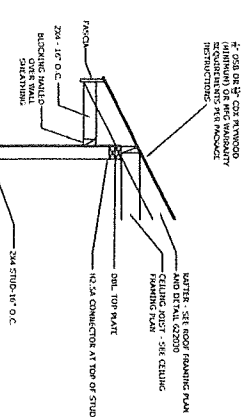
RAFTER BRACING
AND HOLD-DOWN SYSTEM
(2X6 RAFTERS @ 16" O.C.)
DETAIL 622030



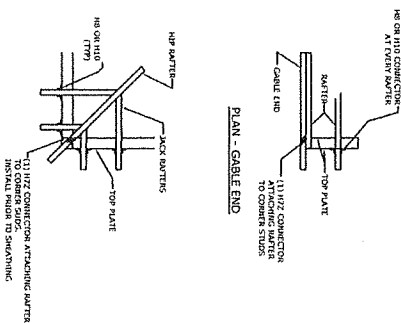
DETAIL 624010
GABLE ENDWALL FRAMING
DETAILS PARALLEL TO ENDWALL



DETAIL 625160

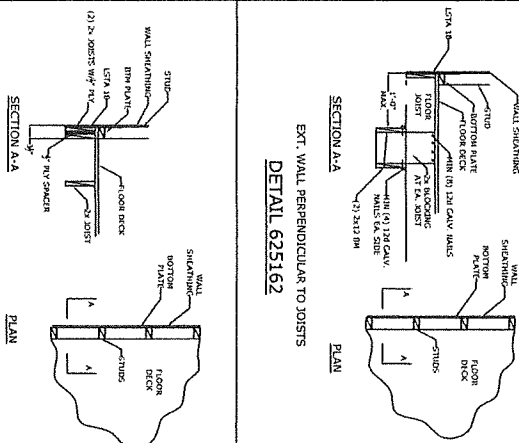


TYPICAL EXTERIOR WALL
DETAIL 625114

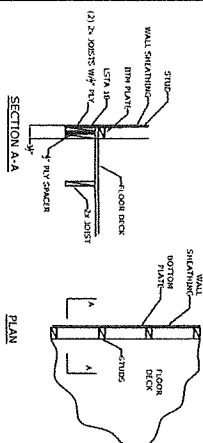


- NOTES:**
1. IMPORTANT - INSTAL CORNER HIP AT CORNER
 2. IMPORTANT - NOOY BLOCKING - TRIMMER 1/4" TYPICAL HEIGHT
 3. 1/2" TO ATTACH RAFTER TO CORNER STUDS - 1/4" STUDS
 4. 16" MIN. INSTAL PLYWOOD TO ROOF TRICK
 5. SIMILAR INSTALLATION AT VALLEYS
 6. CONNECTION TO BE ON SHIRT SIDE OF PLATE AS STUD CONNECTION - 1/2" MIN. BE USED INSTAD OF 3/4" OR 1" ID.
- CORNER PLATE TO PLATE CONNECTION**
SEAWARD

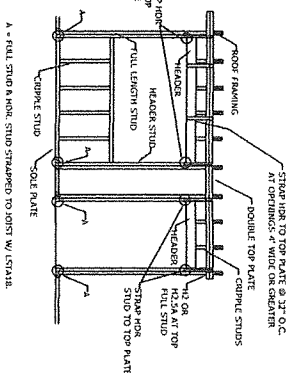
DETAIL 625151



EXT. WALL PERPENDICULAR TO JOISTS
DETAIL 625162

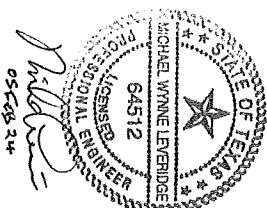


DETAIL 625161

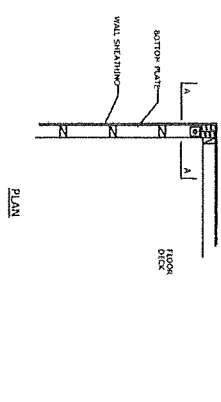


- NOTES:
1. ALL EXT. STUDS TO HAVE
LEAD STRAP AT BOTTOM TYING
TO WIND JOIST.
2. ALL EXT. STUDS TO HAVE
H2.5A AT TOP TYING TO 2 TOP
PLATES.

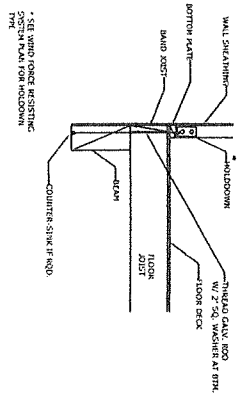
FRAMING AND CONNECTIONS FOR WALLS AND
OPENINGS FOR WOOD FOUNDATIONS
DETAIL 625111



NOTE: USE DETAILS THAT APPLY TO A PARTICULAR PROJECT

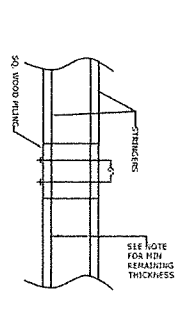


PLAN

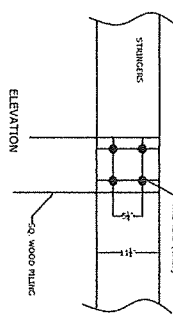


DETAIL 625211

HOLDDOWN AT SECOND FLOOR CORNER ON BEAM

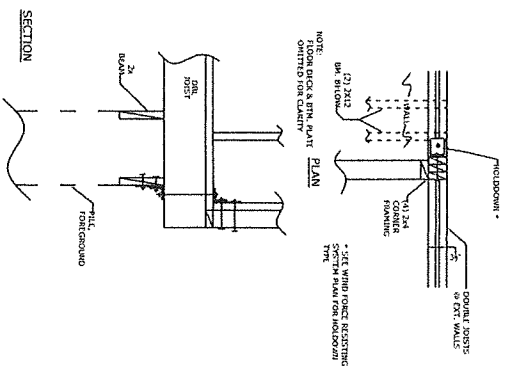


PLAN



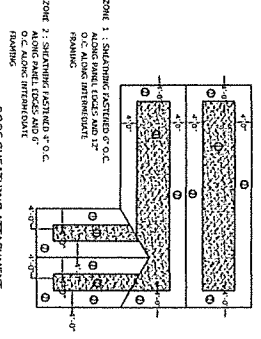
ELEVATION

BEAM - PILE CONN.
DETAIL 625220

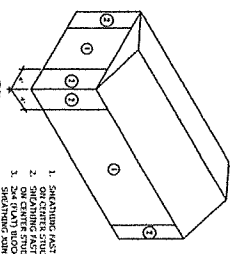


SECTION

CORNER HOLDDOWN
DETAIL 625260

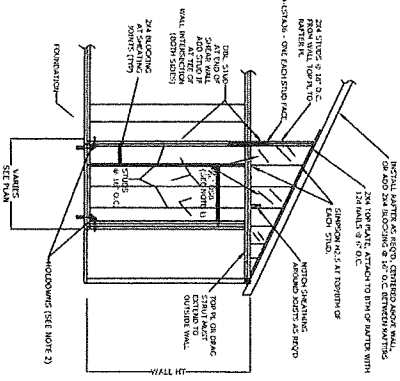


DETAIL 631012



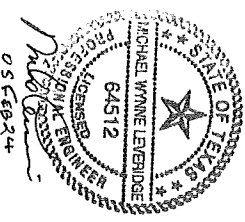
DETAIL 631011

WALL SHEATHING ATTACHMENT
SEAWARD



DETAIL 633111

INTERNAL SHEAR WALL DETAIL



JOB # 101-01779-046

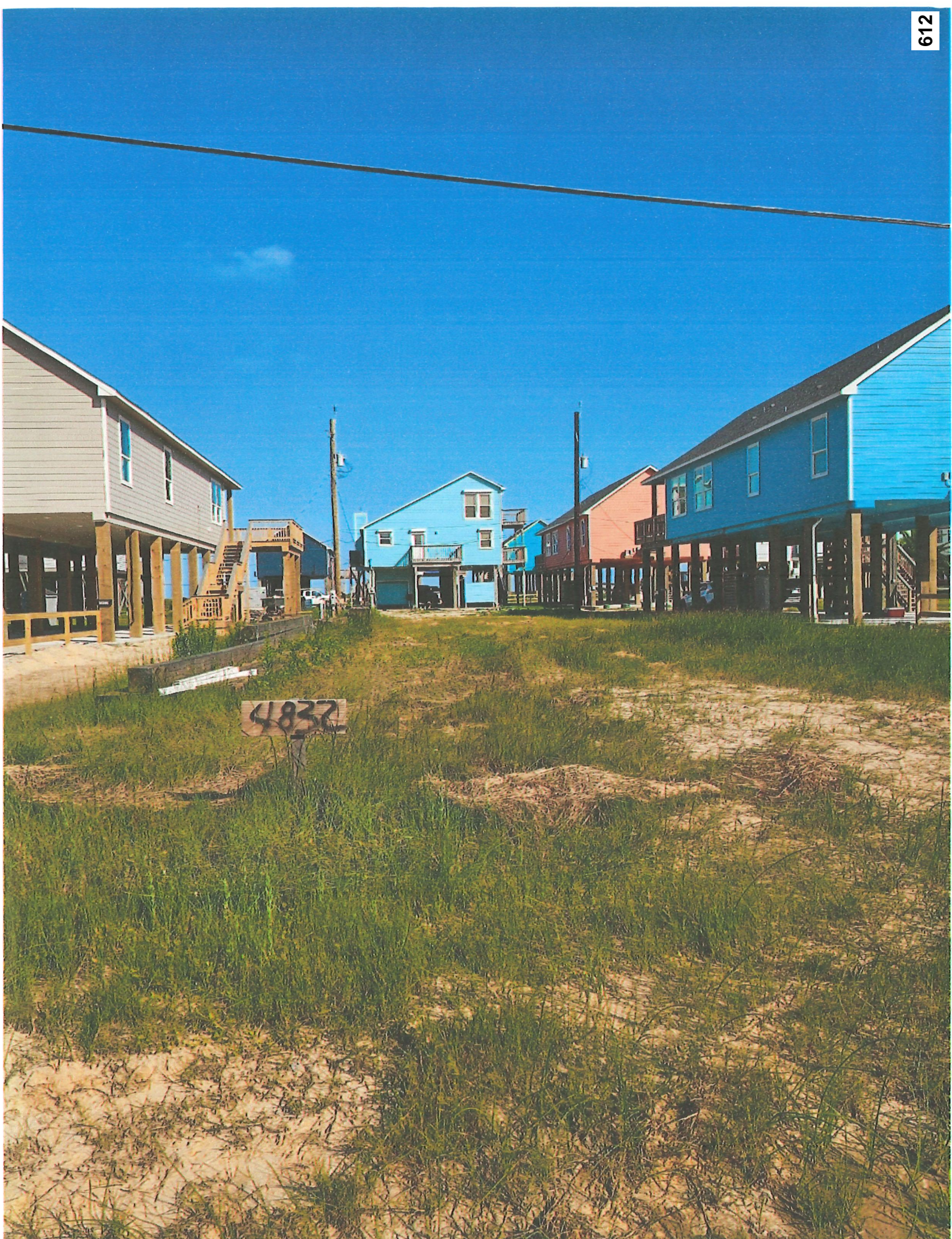
Engineers of Brazosport, LLC
TBPE REG. NO. F-008007
122 West Way Street, Suite 401
Lake Jackson, Texas 77566
(979) 265-3383

REV: 0
DATE:
02/05/24

S6H

STRUCTURAL DETAILS
RYAN CADE
4828 BLUEWATER DRIVE
FREEPORT, TEXAS











BRAZORIA COUNTY

NOTICE OF RESIDENTIAL CONSTRUCTION INSPECTION COMPLIANCE IN UNINCORPORATED AREA

(TO BE SUBMITTED BY BUILDER)

Received

2024-244

Related OSSF
Application #

Permit #

519
IRC #

BUILDERS NAME: RCCADEN

PROJECT INFORMATION

TYPE OF CONSTRUCTION: (Check One)

- 1) New Residential Construction on a vacant lot ☒
- 2) Addition to an Existing Residential Unit ☐

NOTE: *If a property lies in an ETJ it is required to contact the city hall for appropriate building codes.*

LOCATION:

Address 4828 Blue Water Hwy Freeport

Lot and Block # 1618 Subdivision San Luis

or

Survey _____ Tract/Acreage .4607

or

Deed Reference Vol 21 Pg 043344 Property ID (MCAD)# 245639

RESIDENTIAL CODE USED IN CONSTRUCTION:

- 1) INTERNATIONAL RESIDENTIAL CODE – published 2021 ☐
date



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.5.

8/27/2024

Approve the Demolition of Quintana Park Buildings

The Court approves the demolition of the following buildings and structures located at Quintana County Park (330 5th St. Quintana, TX 77541):

- Coveney House
- Seaburn House
- Pavilions and adjoining Boardwalks

Such demolition and removal shall be directed by the Parks Department and carried out in conjunction with any other necessary County Departments.

Further, the Court authorizes the County Judge to sign any applications or agreements needed to carry out this order.



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.6.

8/27/2024

Award RFP #24-30 Development of 5 Year Consolidated Plan with First Year Action Plan

Upon recommendation of the evaluation committee, award "RFP #24-30 Development of 5 Year Consolidated Plan with First Year Action Plan" to the highest ranked vendor, JQUAD Planning Group LLC of Plano, Texas, who submitted the best evaluated offer meeting our specifications and scope of work for an amount of \$47,600.00.

In addition, the project will utilize Community Development Block Grant (CDBG) funds.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said contract on behalf of the County.

RFP #24-30 Award Summary

A total of one thousand three hundred and seven (1307) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the electronic Business Daily (ESBD) website and advertised in The Facts. There were sixty-seven (67) document takers resulting in two (2) submissions.

Per the recommendation of the evaluation committee, award “RFP #24-30 Development of 5 Year Consolidated Plan with First Year Action Plan” to the following vendor, who submitted the best evaluated offer per our specifications and scope of work.

- JQUAD Planning Group LLC of Plano, Texas

Evaluation Committee

Daphne Lemelle, CDBG Office

Jennifer Crainer, CDBG Office

Ann Reans, Auditor’s Office

Casey Greathouse, Purchasing (non-voting member)



24-30 - Development of 5 Year Consolidated Plan with First Year Action Plan Scoring Summary

Active Submissions

	Total	Price	Qualifications	Experience	Financial Stability	References	Bonus Points- Interview Only- Response to Questions and Answer	Bonus Points: Interview Preparedness & Adherence to interview
Supplier	/ 115 pts	/ 30 pts	/ 30 pts	/ 30 pts	/ 5 pts	/ 5 pts	/ 10 pts	/ 5 pts
JQUAD Planning Group LLC	82.83	26	26	26	0.5	4.333	0	0
Chrysalis Research & Consulting LLC	61.5	24.33	18.33	14.67	0.5	3.667	0	0

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ITEM NO.	DESCRIPTION	ESTIMATED NUMBER OF HOURS PER TASK AS LISTED	COST OF SERVICES (LUMP SUM)	(PLEASE BREAK OUT) PROFIT PERCENTAGE
1	PREPRATION OF FIVE (5) YEAR CONSOLIDATED PLAN PREPARATION			
	1A. Needs Assessment, <i>(Including public outreach and engagement)</i>	130	\$11,050.00	10%
	1B. Market Analysis	130	\$11,050.00	10%
	1C. Stategic Plan	50	\$4,250.00	10%
2	FIRST YEAR ACTION PLAN	20	\$1,700	10%
3	CITIZEN PARTICIPATION PLAN (REVIEW AND UPDATE)	10	\$850	10%
4	ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING (REVIEW AND UPDATE)	220	\$18,700	10%
	TOTAL LUMP SUM FOR ALL LINE ITEMS		\$47,600	10%



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.7.

8/27/2024

Award ITB #24-51 Public Nuisance Abatement at 8116 CR 929, Brazoria

Approval to award "ITB #24-51 Public Nuisance Abatement at 8116 CR 929, Brazoria" to Rise Up Construction, LLC of Waco, Texas who submitted the lowest and best offer meeting our specifications in the amount of \$22,500.00.

Further, expenditures will utilize funds from Environmental Health's current approved fiscal 2024 budget.

In addition, that the County Judge be authorized to sign any and all documents necessary to execute said agreement on behalf of the County.

24-51 Award Summary

A total of eight hundred and seventy-six (876) vendors were notified of our solicitation which was posted on the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in The Facts. There were fifty-four (54) document takers resulting in two (2) submissions.

Upon recommendation of the Purchasing Department in conjunction with Environmental Health, award "ITB #24-51 Public Nuisance Abatement at 8116 CR 929, Brazoria" to Rise Up Construction LLC, of Waco Texas, who submitted the lowest and best bid meeting our specification in the amount of \$22,500.00

ITB #24-51 PUBLIC NUISANCE ABATEMENT AT 8116 CR 929, BRAZORIA, TEXAS

OPEN DATE: TUESDAY, AUGUST 06, 2024 @11:00AM	RESPONDENT'S NAME	CLIMBING GLOBALLY SOLUTIONS	RISE UP REFUSE
PUBLIC NUISANCE ABATEMENT AT 8116 CR 929	TOTAL COST	51,000.00	22,500.00

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 admin@native-construction.com
 admin@perpetualhomes.com
 admin@pmlairconditioning.com
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COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. I.8.

8/27/2024

Stop Loss Proposal

Approve the attached Stop Loss Proposal, Option 4 "Renewal" with PartnerRE for a policy term of October 1, 2024 to September 30, 2025 for a total annual premium of \$1,669,148.40. Funding for Stop Loss insurance is paid for out the Health Benefits budget.

Further that the County Judge be authorized to sign any and all documents necessary to execute the agreement on behalf of the County.



Firm Stop Loss Proposal

Brazoria County **(Stop Loss Proposal ONLY)**

Plan Sponsor: Brazoria County
Effective: 10/01/2024

Stop Loss Terms	Current	Renewal	Option 2	Option 3
MGU (If MGU not identified then a direct carrier)	MRM	MRM	MRM	MRM
Stop Loss Carrier	Gerber Life	Gerber Life	Gerber Life	Gerber Life
Network	Aetna	Aetna	Aetna	Aetna
Months in Contract	12	12	12	12
Specific Terms				
Specific Deductible	\$250,000	\$250,000	\$275,000	\$300,000
Aggregating Specific Deductible	N/A	N/A	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited	Unlimited
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit	N/A	N/A	N/A	N/A
Terminal Liability Provision	No	No	No	No
Renewal Rate Cap (No New Laser)	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%
Plan Mirroring Coordination approved	No	No	No	No
Advance Funding	Yes	Yes	Yes	Yes
Transplants Carved Out	No	No	No	No
Aggregate Terms				
Annual Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deductible Corridor	125%	125%	125%	125%
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	No	No	No	No
Terminal Liability Provision Quoted	No	No	No	No
Run-In / Run-Out Limit	N/A	N/A	N/A	N/A
Stop Loss Premium (Fixed)				
Specific Composite 1,445	\$82.28	\$111.02	\$99.67	\$90.54
Annual Specific Premium	\$1,426,735	\$1,925,087	\$1,728,278	\$1,569,964
Aggregate Premium 1,445	\$2.55	\$2.88	\$2.91	\$2.93
Annual Aggregate Premium	\$44,217	\$49,939	\$50,459	\$50,806
Total Annual Premium	\$1,470,952	\$1,975,026	\$1,778,737	\$1,620,770
% Increase		34.27%	20.92%	10.19%
Annual Fixed Cost	\$1,470,952	\$ 1,975,026.00	\$ 1,778,737.20	\$ 1,620,769.80
Aggregate Claim Liability				
Composite 1,445	\$1,407.98	\$1,535.98	\$1,554.42	\$1,571.31
Maximum Claim Liability	\$24,414,373	\$26,633,893	\$26,953,643	\$27,246,515
% Increase		9.09%	10.40%	11.60%
Fixed Cost and Maximum Claim Liability	\$25,885,325	\$28,608,919	\$28,732,380	\$28,867,285
% Increase		10.52%	11.00%	11.52%
Laser Contingencies				
E.K. 7405	None	-	-	-
Quote Status	N/A	FIRM	FIRM	FIRM
Firm Thru	N/A	August 16, 2024	August 16, 2024	August 16, 2024
Service Fee / Broker Commission (included in the rates)				
Service Fee - Paid to SA Benefit Services	6%	6%	6%	6%
Virgin Plus Service Fee	3%	3%	3%	3%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.				

Plan Sponsor: Brazoria County
Effective: 10/01/2024

Stop Loss Terms	Current	Option 4	Option 5	Option 6
MGU (If MGU not identified then a direct carrier)	MRM			
Stop Loss Carrier	Gerber Life	PartnerRe	PartnerRe	PartnerRe
Network	Aetna	Aetna	Aetna	Aetna
Months in Contract	12	12	12	12
Specific Terms				
Specific Deductible	\$250,000	\$250,000	\$275,000	\$300,000
Aggregating Specific Deductible	N/A	N/A	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited	Unlimited
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit	N/A	N/A	N/A	N/A
Terminal Liability Provision	No	No	No	No
Renewal Rate Cap (No New Laser)	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%
Plan Mirroring Coordination approved	No	Yes	Yes	Yes
Advance Funding	Yes	Yes	Yes	Yes
Transplants Carved Out	No	No	No	No
Aggregate Terms				
Annual Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deductible Corridor	125%	120%	120%	120%
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	No	No	No	No
Terminal Liability Provision Quoted	No	No	No	No
Run-In / Run-Out Limit	N/A	N/A	N/A	N/A
Stop Loss Premium (Fixed)				
Specific Composite 1,445	\$82.28	\$93.73	\$88.19	\$76.69
Annual Specific Premium	\$1,426,735	\$1,625,278	\$1,529,215	\$1,329,805
Aggregate Premium 1,445	\$2.55	\$2.53	\$2.67	\$2.80
Annual Aggregate Premium	\$44,217	\$43,870	\$46,298	\$48,552
Total Annual Premium	\$1,470,952	\$1,669,148	\$1,575,512	\$1,378,357
% Increase		13.47%	7.11%	-6.29%
Annual Fixed Cost	\$1,470,952	\$ 1,669,148.40	\$ 1,575,512.40	\$ 1,378,356.60
Aggregate Claim Liability				
Composite 1,445	\$1,407.98	\$1,535.98	\$1,548.63	\$1,559.68
Maximum Claim Liability	\$24,414,373	\$26,633,893	\$26,853,244	\$27,044,851
% Increase		9.09%	9.99%	10.77%
Fixed Cost and Maximum Claim Liability	\$25,885,325	\$28,303,042	\$28,428,757	\$28,423,208
% Increase		9.34%	9.83%	9.80%
Laser Contingencies				
E.K. 7405	None	\$400K Laser	\$400K Laser	\$400K Laser
Quote Status	N/A	FIRM	FIRM	FIRM
Firm Thru	N/A	August 14, 2024	August 14, 2024	August 14, 2024
Service Fee / Broker Commission (included in the rates)				
Service Fee - Paid to SA Benefit Services	6%	6%	6%	6%
Virgin Plus Service Fee	3%	3%	3%	3%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.				

Plan Sponsor: Brazoria County
Effective: 10/01/2024

Stop Loss Terms	Current	Option 7	Option 8	Option 9
MGU (If MGU not identified then a direct carrier)	MRM			
Stop Loss Carrier	Gerber Life	PartnerRe	PartnerRe	PartnerRe
Network	Aetna	Aetna	Aetna	Aetna
Months in Contract	12	12	12	12
Specific Terms				
Specific Deductible	\$250,000	\$250,000	\$275,000	\$300,000
Aggregating Specific Deductible	N/A	N/A	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited	Unlimited
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit	N/A	N/A	N/A	N/A
Terminal Liability Provision	No	No	No	No
Renewal Rate Cap (No New Laser)	Yes - 50%	Yes - 50%	Yes - 50%	Yes - 50%
Plan Mirroring Coordination approved	No	Yes	Yes	Yes
Advance Funding	Yes	Yes	Yes	Yes
Transplants Carved Out	No	No	No	No
Aggregate Terms				
Annual Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deductible Corridor	125%	120%	120%	120%
Contract	24/12	24/12	24/12	24/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	No	No	No	No
Terminal Liability Provision Quoted	No	No	No	No
Run-In / Run-Out Limit	N/A	N/A	N/A	N/A
Stop Loss Premium (Fixed)				
Specific Composite 1,445	\$82.28	\$106.58	\$98.80	\$84.05
Annual Specific Premium	\$1,426,735	\$1,848,097	\$1,713,192	\$1,457,427
Aggregate Premium 1,445	\$2.55	\$2.53	\$2.67	\$2.80
Annual Aggregate Premium	\$44,217	\$43,870	\$46,298	\$48,552
Total Annual Premium	\$1,470,952	\$1,891,967	\$1,759,490	\$1,505,979
% Increase		28.62%	19.62%	2.38%
Annual Fixed Cost	\$1,470,952	\$1,891,967.40	\$1,759,489.80	\$1,505,979.00
Aggregate Claim Liability				
Composite 1,445	\$1,407.98	\$1,535.98	\$1,548.63	\$1,559.68
Maximum Claim Liability	\$24,414,373	\$26,633,893	\$26,853,244	\$27,044,851
% Increase		9.09%	9.99%	10.77%
Fixed Cost and Maximum Claim Liability	\$25,885,325	\$28,525,861	\$28,612,734	\$28,550,830
% Increase		10.20%	10.54%	10.30%
Laser Contingencies				
E.K. 7405	None	-	-	-
Quote Status	N/A	FIRM	FIRM	FIRM
Firm Thru	N/A	August 14, 2024	August 14, 2024	August 14, 2024
Service Fee / Broker Commission (included in the rates)				
Service Fee - Paid to SA Benefit Services	6%	6%	6%	6%
Virgin Plus Service Fee	3%	3%	3%	3%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.				

Gerber Life Insurance Company

Stop Loss Renewal Offer

Name of Group:	Brazoria County	Administrator:	Aetna
Effective Date:	10/1/2024	Network:	Aetna ASO - EPO
City / State:	ANGLETON, TX 77515	Broker:	SA Benefit Services, a Division of Afore Insurance Se

Individual Stop Loss

	<u>Current</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Individual Stop Loss Deductible:	\$250,000	\$250,000	\$275,000	\$300,000
Aggregating Specific Deductible:	\$0	\$0	\$0	\$0
Contract Basis:	24/12	24 / 12	24 / 12	24 / 12
Annual Maximum:		None	None	None
Lifetime Maximum:	Unlimited	Unlimited	Unlimited	Unlimited
Coverages:	Med/Rx	Medical Rx	Medical Rx	Medical Rx
Single: 882 COBRA 2	\$0.00	\$68.02	\$61.26	\$56.32
Family: 563 Retirees 123	\$0.00	\$178.36	\$159.85	\$144.14
Comp: 1445	\$82.28	\$111.02	\$99.67	\$90.54
Monthly Premium:	\$118,895	\$160,435	\$144,016	\$130,829
Annual Premium:	\$1,426,735	\$1,925,216	\$1,728,196	\$1,569,953
Commissions:	3.00%	3.00%	3.00%	3.00%
Terminal Liability Option:	N/A	No	No	No
Family Specific Deductible:	No	No	No	No
ISL Rate Increase / Decrease:		34.94%	21.13%	10.04%

Aggregate Stop Loss

	<u>Current</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Aggregate Corridor:	25%	25%	25%	25%
Contract Basis:	24/12	24 / 12	24 / 12	24 / 12
Aggregate Maximum:	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Coverages:	Med/Rx	Medical Rx	Medical Rx	Medical Rx
Single: 882	0.00	973.01	984.69	995.39
Family: 563	0.00	2417.94	2446.95	2473.55
Composite: 1445	1407.98	1535.98	1554.42	1571.31
Monthly Premium:	\$3,545	\$4,156	\$4,199	\$4,239
Attachment Point:	\$24,414,373	\$26,633,969	\$26,953,577	\$27,246,550
Minimum Attachment Point:		\$26,633,969	\$26,953,577	\$27,246,550
Aggregate Premium Rate:	\$2.55	\$2.88	\$2.91	\$2.93
Annual Aggregate Premium:	\$42,534	\$49,872	\$50,390	\$50,865
Commissions:	3.00%	3.00%	3.00%	3.00%
Terminal Liability Option:	N/A	No	No	No
Aggregate Accommodation:	No	No	No	No
Attachment Factor Increase / Decrease:		9.09%	10.40%	11.60%

Estimated Maximum Cost:	\$25,883,642	\$28,609,058	\$28,732,162	\$28,867,368
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Please acknowledge acceptance of the above terms offered in the proposal by checking off the desired option below and by signing and returning the proposal no later than 15 days from the proposal effective date.

Option 1 ☐
Option 2 ☐
Option 3 ☐

Signature _____

Date _____

Please see the Summary of Plan Limitations and Exclusions, Important Notes and Additional Notes sections that appear either on this page or the last page of this proposal

Valid for 10/1/2024 only

Proposal Number: 245520 - 08/02/2024

Page 1 of 3

PLAN HIGHLIGHTS

If this group has Rx coverage under the specific and/ or aggregate when there is a separate PBM, we require written documentation that we are in receipt of all prescription drug experience reports to finalize coverage. Otherwise, Rx will not be a covered expense under our stop loss policy.

SUMMARY OF PLAN LIMITATIONS AND EXCLUSIONS

Stop Loss offer is valid for fifteen days following the proposed effective date of coverage, assuming a firm proposal has not been finalized including receipt and acceptance of signed disclosure statement.

Agent does not have the authority to bind or modify the terms of this quotation or the policy to be issued without prior approval of Gerber Life Insurance Company.

Composite rates / factors are for illustrative purposes and cannot be sold unless approved by underwriting.

We recommend that the group maintain in-force coverage until written acceptance of replacement coverage is provided by us.

Network fees are not eligible expenses under Specific and Aggregate coverage unless specifically addressed in the Qualifications sections of this proposal.

Any unfunded claims balance must be disclosed, otherwise such claims will not be considered eligible under the Stop Loss Policy.

IMPORTANT NOTES

Rates and premiums are based on the employee data submitted and subject to the conditions noted on this page. Final rates and premiums are based on the plan and employee/dependent data provided as of the effective date of coverage. Any inaccurate or incomplete data submitted may require changes during the final underwriting review and risk sign-off.

State Assessments, if applicable, are included in the Stop Loss rates displayed in this proposal.

Individual Stop Loss Insurance:

Alcohol and Substance Abuse Conditions: Per the employer's Plan Document.

Specific Lifetime Maximum: 100% of the eligible claims up to the maximum shown on page 1 of this proposal per covered person, less the Specific Deductible for that person, shall be reimbursed by Gerber Life Insurance Company.

Annual Specific Maximum (if applicable): 100% of the eligible claims up to the maximum shown on page 1 of this proposal per covered person, less the Specific Deductible for that person, shall be reimbursed by Gerber Life Insurance Company.

Composite rates / factors are for illustrative purposes and cannot be sold unless approved by underwriting.

A completed Disclosure Statement is needed to finalize this offer.

Aggregate Benefit:

Aggregate Maximum: 100% of the eligible claims for covered expenses in excess of the Aggregate Attachment Point, up to the maximum shown on page 1 of this proposal shall be reimbursed by Gerber Life Insurance Company.

Multiple Coverage: If the Aggregate includes separate Attachment factors for multiple lines of coverage, then the Annual Attachment Point will be based on all coverage combined.

If multiple lines of coverage are requested, we will require that monthly claims and enrollment be provided separately before finalizing the Aggregate offer.

Final aggregate factors contingent upon receipt of a minimum of 11 months of claims experience for the current year. If the last three months of claims experience account for greater than 10% of the total experience, factors must be recalculated.

PBM rebates paid to the plan will not be reimbursable under the aggregate.

ADDITIONAL NOTES

In several states insurance producers are required to disclose information about their compensation arrangements to purchasers or prospective purchasers of insurance. In every case, even if disclosure is not required, the proposed Excess Loss carrier requests any broker, agent, or other party involved in placing or evaluating the coverage in this proposal to disclose to the person seeking the coverage all compensation the broker, agent or other party will receive relating to this coverage, including any commissions listed in this proposal. This proposal may include producer compensation in addition to the commissions shown.

This firm proposal will expire on 8/16/2024.

This proposal assumes Aetna ASO-EPO network, Caremark/CVS PBM, and current plan designs will be utilized by the employer.

If the total enrollment, single/family ratio, or enrollment by plan of benefits varies by more than 10 percent of what was quoted, we reserve the right to change our Specific and Aggregate pricing.

Quote is for active and COBRA employees, and pre-65 retirees only.

Quote assumes that HB 1466 amending Article 21.49-16 of the Texas Insurance Code is in place.

Gerber will offer a "no new laser" renewal offer with a rate cap of 50%. The rate cap does not include rate changes due to changes in risk characteristics, including a change in contract (e.g. basis, deductible, aggregating specific liability), change in census/demographic of more than 10%, change in network, change in commission, change in benefits covered or a change in your administrator. "No new laser" and rate cap options are for one renewal cycle. "No new laser" and rate cap options may be offered at the next renewal at the sole discretion of Gerber.

Financial Quote

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Annual Specific Deductible per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Except for				
PREBRA 1024-01		\$ 400,000	\$ 400,000	\$ 400,000
Plan Benefits Included		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Coverage Period		24/12	24/12	24/12
Specific Lifetime Maximum		Unlimited	Unlimited	Unlimited
Specific Annual Maximum		Unlimited	Unlimited	Unlimited
Quoted Rate(s) Per Month	Enrollment			
Composite	1,445	\$ 93.73	\$ 88.19	\$ 76.69
Estimated Annual Premium		\$ 1,625,278	\$ 1,529,215	\$ 1,329,805
Commission %		3.00 %	3.00 %	3.00 %
Additional Options				
No New Laser with Rate Cap		50.00%	50.00%	50.00%
Plan Mirroring		Included	Included	Included
Specific Advancement		Included	Included	Included

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Plan Benefits Included		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Coverage Period		24/12	24/12	24/12
Aggregate Deductible %		120%	120%	120%
Loss Limit per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Maximum Aggregate Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Reimbursement Percentage		100%	100%	100%
Quoted Rate(s) per Month				
Enrollment				
Composite	1,445	\$ 2.53	\$ 2.67	\$ 2.80
Estimated Annual Premium		\$ 43,870	\$ 46,298	\$ 48,552
Commission %		3.00 %	3.00 %	3.00 %
Monthly Aggregate Claim Factors				
Enrollment				
Medical, Rx Card				
Composite	1,445	\$ 1,535.98	\$ 1,548.63	\$ 1,559.68
Composite	1,445	\$ 1,535.98	\$ 1,548.63	\$ 1,559.68
Estimated Annual Aggregate Deductible		\$ 26,633,893	\$ 26,853,244	\$ 27,044,851
Minimum Annual Aggregate Deductible		\$ 26,633,893	\$ 26,853,244	\$ 27,044,851

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

1. These terms and rates are firm until 8/14/2024.
2. For inclusion of prescription drug (Rx) coverage under the Specific and/or Aggregate coverage(s) when there is a separate PBM, PartnerRe requires written documentation for underwriting purposes that all Rx experience reports have been received. Otherwise, Rx will not be a covered expense under the Stop Loss Policy. PartnerRe is not responsible for aggregating medical and Rx claims data during quotation or Policy coverage periods.
3. All claim reporting submitted from the selected Administrator should be provided to PartnerRe in a sortable Microsoft Excel format throughout the Policy and Proof of Loss Periods. Failure to do so could result in a delay of claim reimbursements.
4. Actively at Work is waived with receipt and acceptance of the PartnerRe Claim Disclosure Statement.
5. This quotation assumes that the Agent/Broker is operating under the appropriate license in which the risk is domiciled. The Agent/Broker license and appointment with PartnerRe will be required prior to binding coverage.
6. The statements herein may vary from the final Policy wording. The final Policy wording along with the Excess Loss Insurance Application and Claims Disclosure Statement shall govern over any inconsistency with the wording herein.
7. This quotation is subject to the verification and approval of the Policyholder by PartnerRe through the economic and trade sanction watch lists enforced by the Office of Foreign Assets and Control (OFAC).
8. Current copies of the Plan Document, all Amendments and Restatements of the Plan Document and proposed changes are required to be submitted and approved by PartnerRe prior to binding coverage.
9. The Plan Mirroring provision has been quoted. A review of the Plan Document will be required prior to approval.
10. No New Laser with Rate Cap: If the Excess Loss Insurance Policy is renewed, We guarantee that Your premium rate(s) (and Aggregated Specific Deductible, if applicable), as shown on the Schedule of Insurance will not be increased more than the indicated percentage, provided that there are no Material Changes that alter the risk under the current Excess Loss Insurance Policy. See Policy Endorsement for complete details.
11. Upon renewal, We guarantee no new lasers for the options shown above in which No New Lasers at Next Renewal is Guaranteed.
12. Pre and post 65 Retiree coverage is included.
13. Specific advance is included.
14. TPA: Aetna; Network: Aetna

OPTIONS SUMMARY

PROPOSAL ACCEPTANCE PROCEDURES

Please check next to the selected proposal option:

Option	Specific Deductible	Specific Contract	Client's Liability	Total Specific Premium	Option	Aggregate Contract	Total Aggregate Premium	Attachment Point
<input type="checkbox"/> 1	\$ 250,000	24/12	\$ 0	\$ 1,798,852	<input type="checkbox"/> 1	24/12	\$ 43,870	\$ 27,907,516
<input type="checkbox"/> 2	\$ 275,000	24/12	\$ 0	\$ 1,588,517	<input type="checkbox"/> 2	24/12	\$ 46,298	\$ 28,009,129
<input type="checkbox"/> 3	\$ 300,000	24/12	\$ 0	\$ 1,381,304	<input type="checkbox"/> 3	24/12	\$ 48,552	\$ 28,091,320

Financial Quote

SPECIFIC STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Annual Specific Deductible per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Plan Benefits Included		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Coverage Period		24/12	24/12	24/12
Specific Lifetime Maximum		Unlimited	Unlimited	Unlimited
Specific Annual Maximum		Unlimited	Unlimited	Unlimited
Quoted Rate(s) Per Month				
Enrollment				
Composite	1,445	\$ 106.58	\$ 98.80	\$ 84.05
Estimated Annual Premium		\$ 1,848,097	\$ 1,713,192	\$ 1,457,427
Commission %		3.00 %	3.00 %	3.00 %
Additional Options				
No New Laser with Rate Cap		50.00%	50.00%	50.00%
Plan Mirroring		Included	Included	Included
Specific Advancement		Included	Included	Included

AGGREGATE STOP LOSS COVERAGE

Plan Description		Option 1	Option 2	Option 3
Plan Benefits Included		Medical, Rx Card	Medical, Rx Card	Medical, Rx Card
Coverage Period		24/12	24/12	24/12
Aggregate Deductible %		120%	120%	120%
Loss Limit per Individual		\$ 250,000	\$ 275,000	\$ 300,000
Maximum Aggregate Reimbursement		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Reimbursement Percentage		100%	100%	100%
Quoted Rate(s) per Month				
Enrollment				
Composite	1,445	\$ 2.53	\$ 2.67	\$ 2.80
Estimated Annual Premium		\$ 43,870	\$ 46,298	\$ 48,552
Commission %		3.00 %	3.00 %	3.00 %
Monthly Aggregate Claim Factors				
Enrollment				
Medical, Rx Card				
Composite	1,445	\$ 1,535.98	\$ 1,548.63	\$ 1,559.68
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<input type="checkbox"/> 2	\$ 275,000	24/12	\$ 0	\$ 1,713,192	<input type="checkbox"/> 2	24/12	\$ 46,298	\$ 26,853,244
<input type="checkbox"/> 3	\$ 300,000	24/12	\$ 0	\$ 1,457,427	<input type="checkbox"/> 3	24/12	\$ 48,552	\$ 27,044,851



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.1.

8/27/2024

Discuss Potential Litigation



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.2.

8/27/2024

Discuss Potential Litigation



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.3.

8/27/2024

Life Insurance



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. J.4.

8/27/2024

Deliberations Regarding Security Devices or Security Audits