



**MEETING NOTICE  
COMMISSIONERS COURT  
BRAZORIA COUNTY**

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**Tuesday, April 28, 2026**

**9:00 AM**

**Commissioners Courtroom**

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**Special Session**

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

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. INVOCATION & PLEDGE OF ALLEGIANCE BY COMMISSIONER CADE**
- D. APPROVAL OF MINUTES**

**D.1.** Commissioners Court Regular Session April 14, 2026 9:00 AM

- E. PUBLIC APPEARANCES**

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

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

## **H. CONSENT**

### **County Judge**

**H.1.** Letter of Support - Forgotten Angels Foundation Building Resilient Infrastructure and Communities (BRIC) Subapplication

**H.2.** Resolution - Texas Conference of Urban Counties

### **Commissioner Precinct 3**

**H.3.** Appointment of Real Estate Broker for the Appraisal of Real Property Owned in Fee by County in Precinct 3

### **Commissioner Precinct 4**

**H.4.** Proclamation - Sweeny STEM Scholars Day

### **County Clerk**

**H.5.** Deputation in the County Clerk's Office

### **Sheriff's Office**

**H.6.** Amend Court Order H.7 Dated March 24, 2026 - Resolution for Sheriff Immigration Law Enforcement Grant Program Senate Bill 8

### **Tax Assessor - Collector**

**H.7.** Monthly Collections Report for March 2026

**H.8.** Waiver of Penalty and Interest on Delinquent Taxes

### **Airport**

**H.9.** Out of State Travel

### **Auditor**

**H.10.** Payment of Bills

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

**H.12.** FY 2026: Additional Funds

### **CDBG/HUD/Welfare Department**

**H.13.** Monthly Welfare Report

**H.14.** Monthly Section 8 Report

**H.15.** Amendment to 2022 Annual Action Plan

**H.16.** Amendment to Public Facility Agreement with Village of Bailey's Prairie

### **Engineer**

**H.17.** Interlocal Agreement with Brazoria Drainage District No. 4 (Precinct 2)

**H.18.** Interlocal Agreement with the City of Sandy Point No. IS26-0013

**H.19.** Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns

**H.20.** Developers Agreement County Road 81

### **Health**

**H.21.** Department of State Health Services (DSHS) Cities Readiness Initiative (CRI) Contract No. HHS001439300008 Amendment No. 5

**H.22.** Department of State Health Services (DSHS) Public Health Emergency Preparedness (PHEP) Contract No. HHS001439500015 Amendment No. 5

### **Human Resource**

**H.23.** Deputy Constable Appointment - Constable Precinct 4

**H.24.** Amendment to Brazoria County's Deferred Compensation Plan "457(b) Employee Benefits"

**H.25.** Brazoria County Retiree Guaranteed Life Insurance Funding Account (GLIFA) Buyout

### **Information Systems**

**H.26.** Brazoria County Covered Applications Policy

### **Purchasing Department**

**H.27.** Renew RFP #22-42 Fuel Card Services

**H.28.** Transfer of Surplus Vehicle

**H.29.** Sell Surplus Vehicle

**H.30.** Amendment No. 1 - ITB #26-42 Asphalt, Oil and Emulsions

**H.31.** Renew RFP #22-25 Vending Machine Services

**H.32.** Renew ITB #25-37 Road Materials - Flexible Base

**H.33. Sell Surplus Vehicles and Equipment**

**Texas AgriLife Extension Services**

**H.34. Out of State Travel**

**Toll Road Authority**

**H.35. Treasurer's Monthly Cash and Investment Report for Toll Road Funds for February 2026**

**I. DISCUSSION**

**District Attorney**

**I.1. Designation of Location of Foreclosure Sales**

**Treasurer**

**I.2. Treasurer's Monthly Cash and Investment Report for February 2026**

**Human Resource**

**I.3. New Position Constable Deputy - Precinct 2**

**I.4. Consider Combining and/or Creating New Positions**

**Department Heads**

**J. CLOSED MEETING**

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

**Texas Govt Code 551.071**

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

**J.1. Discuss Potential Litigation**

**J.2. Contemplated Litigation - County Road 400 Parcels 22, 23, and 26**

**Texas Govt Code 551.072**

Deliberation concerning the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person

**J.3. Discuss Lease of Property**

**K. ANNOUNCEMENTS**

**L. WORKSHOP - NONE**

**M. ADJOURN**

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

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

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



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. D.1.**

**4/28/2026**

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Commissioners Court Regular Session April 14, 2026 9:00 AM



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.1.**

**4/28/2026**

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Letter of Support - Forgotten Angels Foundation Building Resilient Infrastructure and Communities (BRIC) Subapplication

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Approve the attached letter of support for the Forgotten Angels Foundation.

Further, that the County Judge be authorized to sign this letter on behalf of the Brazoria County Commissioners Court.



# BRAZORIA COUNTY

April 28, 2026

**FEMA BRIC Review Committee**

c/o Texas Division of Emergency Management

State Mitigation Office

**Re: Letter of Support – Forgotten Angels Foundation BRIC Subapplication**

To the FEMA BRIC Review Committee:

The Brazoria County Commissioners Court is pleased to express its support for the Forgotten Angels Foundation and its Building Resilient Infrastructure and Communities (BRIC) subapplication for mitigation improvements to its hurricane-rated multipurpose facility located in southern Houston.

Forgotten Angels provides essential services to adults with intellectual and developmental disabilities and serves as a critical community resource during disasters. The facility offers hardened sheltering capacity, continuity-of-care services, food distribution, and operational support that benefit residents across Brazoria County and the surrounding region.

The Commissioners Court recognizes the importance of strengthening community-based infrastructure that reduces disaster impacts, enhances resilience, and supports vulnerable populations. The proposed mitigation project aligns with FEMA’s BRIC priorities and will contribute to long-term risk reduction for our region.

Brazoria County respectfully encourages FEMA and TDEM to consider this application.

Sincerely,

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

On behalf of the Brazoria County Commissioners Court



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.2.**

**4/28/2026**

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Resolution - Texas Conference of Urban Counties

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Approve the attached Resolution nominating Commissioner Precinct 3 Stacy Adams to serve on the Texas Conference of Urban Counties Policy Committee.

# RESOLUTION

WHEREAS, The Texas Conference of Urban Counties was established in 1975 to represent the interests of the urban counties of Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

WHEREAS, Brazoria County has found participation in the Urban Counties to be of great benefit to Brazoria County and to Texas urban counties in general; and

WHEREAS, the Texas Conference of Urban Counties membership has recognized the value of including County Commissioners Courts in the nominating process for the Policy Committee; and

WHEREAS, Brazoria County wishes to ensure that the Urban Counties Policy Committee has members who have the full support of their respective Commissioners Courts; and

WHEREAS, County Commissioner Precinct 3 Stacy Adams has expressed an interest in serving on the Policy Committee to represent the interest of Brazoria County in the policy development process of the Texas Conference of Urban Counties.

NOW, THEREFORE BE IT RESOLVED, that the Commissioners Court of Brazoria County hereby approves the nomination of Commissioner Precinct 3 Stacy Adams to serve on the Policy Committee for the 2026-2027 biennium.

APPROVED this 28th day of April, 2026.

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Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

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Commissioner, Precinct 1

Jay Burridge

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Commissioner, Precinct 2

Ryan Cade

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Commissioner, Precinct 3

Stacy L. Adams

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Commissioner, Precinct 4

David Linder





## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.3.**

**4/28/2026**

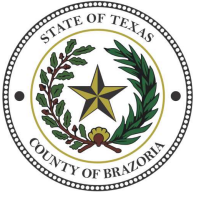
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Appointment of Real Estate Broker for the Appraisal of Real Property Owned in Fee by County in Precinct 3

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The Court approves obtaining the services of Andy Reyes for the appraisal of real property owned in fee by the County located in Precinct 3.

The County Judge is hereby authorized to sign any necessary paperwork pending the approval of the District Attorney's Office.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.4.**

**4/28/2026**

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Proclamation - Sweeny STEM Scholars Day

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Approve the Proclamation designating May 14, 2026 as Sweeny STEM Scholars Day in Brazoria County.

# PROCLAMATION

WHEREAS, the “Sweeny STEM Scholars Program” have met criteria based on the State’s initiative to ensure students are college, career or military ready by graduation; and

WHEREAS, enhanced criteria include: high achievement on TSI, SAT, and ACT tests, participation in an Advanced Placement class, Dual Credit course, or OnRamps class, Industry Based Certifications, Associate’s Degree, and/or military enlistment; and

WHEREAS, the following named students have been deemed college, career or military ready and have qualified for the “Sweeny STEM Scholars Program,” and have met all requirements as described above:

Sonny Beltran  
Kiana Bernard  
Kayden Bice  
Davany Cameron  
Jake Coker  
Bryn Cummins  
Kaylee Dean  
Addison Dvorak  
Kylie Escobar

Brooklyn Frankum  
Kimberly Gartman  
Miller Genella  
Emma Goodson  
Kylee Hardin  
Kaylee Key  
Simon Matthews  
Makena Nichols

Thomas Paniagua  
Mia Parra  
Maximiliano Reyes-Patino  
Belle Seibert  
Madeline Smith  
Melanie Soto  
Ava Thayer  
Wyatt Tso  
Ben Webber

WHEREAS, the virtues for the participating students of this program not only benefit future academia but also shows personal character through each individuals sustained success.

NOW, THEREFORE, Brazoria County Commissioners Court does hereby proclaim May 14, 2026 as

## **SWEENY STEM SCHOLARS DAY**

in Brazoria County, Texas and recognizes the determination and perseverance of all graduating “Sweeny STEM Scholar Program” participants.

APPROVED this 28th day of April, 2026.

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Commissioner, Precinct 1  
Jay Burrige

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Commissioner, Precinct 3  
Stacy L. Adams

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



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Commissioner, Precinct 2  
Ryan Cade

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Commissioner, Precinct 4  
David Linder



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.5.**

**4/28/2026**

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Deputation in the County Clerk's Office

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Approve deputation for the following employee in the County Clerk's Office:

1. H. Tyus



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.6.**

**4/28/2026**

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Amend Court Order H.7 Dated March 24, 2026 - Resolution for Sheriff Immigration Law Enforcement Grant Program Senate Bill 8

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That the Court approves an amendment to Court Order H.7 dated March 24, 2026 Resolution for the Sheriff Immigration Law Enforcement Grant Program Senate Bill 8 for language corrections as requested by the State of Texas Comptroller's Office to include the following:

- That the county will not reduce any funding to the Sheriff's Office
- That the "Comptroller's Office" replace any verbiage that states the "Office of the Governor"

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

# RESOLUTION

## SHERIFF IMMIGRATION LAW ENFORCEMENT GRANT PROGRAM SENATE BILL 8 GRANT PROGRAM NUMBER IA-0000003629

**WHEREAS**, the Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that the Sheriff Immigration Law Enforcement Grant Program, Senate Bill 8 be operated for FY2026 – FY2027; and

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

**WHEREAS**, the Brazoria County Commissioners Court will not reduce any funding to the Brazoria County Sheriff’s Office because of grant funds provided by Senate Bill 8; and

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

**WHEREAS**, the Brazoria County Commissioners Court designates the Brazoria County Auditor as the grantee’s financial officer. The financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

**NOW THEREFORE, BE IT RESOLVED** that the Brazoria County Commissioners Court approves submission of the grant application for the Sheriff Immigration Law Enforcement Grant Program, Senate Bill 8 to the Texas Comptroller’s Office.

Grant Number IA-0000003629

PASSED and APPROVED this 28th day April, 2026

\_\_\_\_\_  
Brazoria County Judge

L. M. “Matt” Sebesta, Jr.

\_\_\_\_\_  
Commissioner, Precinct 1

Jay Burridge

\_\_\_\_\_  
Commissioner, Precinct 2

Ryan Cade

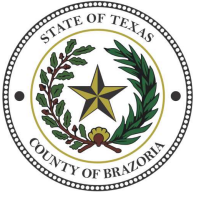
\_\_\_\_\_  
Commissioner, Precinct 3

Stacy L. Adams

\_\_\_\_\_  
Commissioner, Precinct 4

David Linder





# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.7.**

**4/28/2026**

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Monthly Collections Report for March 2026

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Approve Tax Office Monthly Collections Report for March 2026.



# Brazoria County Tax Office

**KRISTIN R. BULANEK**  
TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

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April 28, 2026

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 March 01, 2026 to March 31, 2026.

Sincerely,

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



# Brazoria County Tax Office

**KRISTIN R. BULANEK**

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

## Tax Office Collections Fiscal Year 2026 Monthly Report

### Tax Collections for the period 03/01/2026 - 03/31/2026

	2025 Tax Roll	Prior Tax Yrs	Total
County	\$1,949,988.60	\$5,392.52	\$1,955,381.12
Special R&B	312,007.20	519.88	\$312,527.08
	<b>\$2,261,995.80</b>	<b>\$5,912.40</b>	<b>\$2,267,908.20</b>

Current Collection Percentage
89.16%
89.15%

### Tax Receivables as of 03/31/2026

	2025 Tax Roll	Prior Tax Yrs	Total
County	\$17,122,095.34	\$2,370,562.02	\$19,492,657.36
Special R&B	2,748,702.99	370,299.37	3,119,002.36
	<b>\$19,870,798.33</b>	<b>\$2,740,861.39</b>	<b>\$22,611,659.72</b>

### Special Assessments Receivables as of 03/31/2026

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.	17,321.12	70.76%
Pecan Estates	39,545.80	67.21%
Hampton Road	45,397.88	48.94%
Westwood	34,465.42	68.68%
Sally Lake	46,613.17	76.23%
Benfield	6,378.37	85.38%
Brazos Bend II	50,301.22	78.41%
Bailey Oakwood Creek	313,042.64	73.77%
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	298,103.20	11.13%
Lindel Estates DFH	371,713.96	23.31%
Riverside	330,164.46	33.55%
Briar Meadow	150,904.31	51.93%
Twin Lakes	473,986.00	22.21%
Old Coffee Plantation	265,488.90	35.26%
Brazos Bend	4,638.09	92.64%
Brazos Oaks 1	21,532.58	76.51%
River Road	185,544.52	1.07%
Forrest Loop	256,204.08	25.00%
Brazos Oaks 2	13,760.25	81.79%
Sherwood Land	18,058.63	70.96%
Manvel	40,734.85	93.17%
Oakwood Creek	10,675.66	90.67%
	<b>\$3,164,391.08</b>	



# Brazoria County Tax Office

**KRISTIN R. BULANEK**

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

## Summary of County Revenues Fiscal Year 2026 March-2026

<u>Revenue Source</u>	<u>Revenue</u>
Beer & Liquor License	150.00
Auto Registration-Split Level Commission	0.00
Certificate of Title	29,075.00
Auto Registration-County Fees	305,060.00
Specialty Plates	155.50
Postage & Handling Compensation	55,474.00
Auto Registration-Car License Fee	22,991.70
Vehicle Sales Tax	3,664,657.31
Current Tax Commissions	36,571.64
Tax Certificates	1,160.00
Hot Check Fees	1,308.67
Reimburse Postage/Telex	778.00
Boat Title/Registration Commissions	1,558.80
Boat Sales Tax Commissions	2,082.09
Scofflaw	0.00
<u>Special Assessments:</u>	
<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>	533.22
<i>Lindel Estates-DFH</i>	1,600.00
<i>Riverside</i>	1,265.86
<i>Briar Meadow</i>	900.00
<i>Twin Lakes</i>	400.00
<i>Old Coffee Plantation</i>	19,528.60
<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>\$4,145,250.39</u>

Summary of County Figures not audited

**YEAR-TO-DATE SUMMARY PART C**

Tax Year = 2025 and Year End Date = 3/31/2026 and Month Range from 3/1/2026 to 3/31/2026 and Tax Units = {multiple} and Date Type = 1

**1 - BRAZORIA COUNTY**

**CURRENT YEAR INFORMATION** Start Financial Year 10/01/2025 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
89,247,009,871	29,895,654,216	59,351,355,655	0.262548	155,825,797.25	155,871,961.39	0.00	155,871,961.39
Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
90,697,122,334	30,502,682,642	60,194,439,692	0.262548	158,039,297.52	158,081,054.72	0.00	158,081,054.72
Start Value	Net Value Adj	Start Value + Net Value Adj			Actual Current Value	Other Loss	
89,247,009,871	1,450,112,463	90,697,122,334			90,697,122,334	653.21	
Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj			Actual Current Exemption		
29,895,654,216	607,028,426	30,502,682,642			30,502,682,642		

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
AS OF 03/31/2026								
2025	155,871,961.39	(190,608.96)	2,209,093.33	1,949,988.60	140,958,959.38	17,122,095.34	(201,135.56)	89.16
2024	1,386,663.29	(157,686.98)	(461,403.41)	(219.37)	174,231.55	751,028.33	(167,013.14)	18.83
2023	633,083.50	(69,886.58)	(239,803.59)	(19,210.10)	(31,277.28)	424,557.19	(77,645.20)	0.00
2022	289,953.23	(785.98)	11,647.72	8,563.63	65,876.82	235,724.13	(897.35)	21.84
2021	174,141.23	(40.39)	858.40	3,963.54	18,141.94	156,857.69	(40.40)	10.36
2020	133,475.32	0.00	473.37	2,189.29	7,874.16	126,074.53	(1.98)	5.87
2019	121,839.21	0.00	0.00	1,585.68	6,379.33	115,459.88	0.00	5.23
2018	93,987.68	0.00	0.00	1,582.20	3,783.35	90,204.33	0.00	4.02
2017	89,415.51	0.00	0.00	1,293.50	2,587.00	86,828.51	0.00	2.89
2016	82,000.47	0.00	0.00	1,572.30	3,165.95	78,834.52	0.00	3.86
2015	76,727.47	0.00	0.00	1,496.22	2,263.51	74,463.96	0.00	2.95
2014	42,371.86	0.00	0.00	1,464.84	1,990.84	40,381.02	0.00	4.69
2013	28,734.27	0.00	0.00	243.10	555.13	28,179.14	0.00	1.93
2012	38,434.60	0.00	0.00	210.25	480.31	37,954.29	0.00	1.24
2011	25,886.48	0.00	0.00	215.82	411.82	25,474.66	0.00	1.59
2010	17,306.34	0.00	0.00	89.36	431.61	16,874.73	0.00	2.49
2009	15,563.64	0.00	0.00	26.97	105.05	15,458.59	0.00	0.67
2008	15,686.85	0.00	0.00	10.22	221.06	15,465.79	0.00	1.40
2007	13,626.70	0.00	0.00	3.35	23.05	13,603.65	0.00	0.16
2006	11,913.89	0.00	0.00	3.79	34.60	11,879.29	0.00	0.29
2005	10,267.74	0.00	0.00	8.32	22.09	10,245.65	0.00	0.21
2004 *	15,354.93	0.00	0.00	299.61	342.79	15,012.14	0.00	2.23
<b>TOTAL</b>	<b>159,188,395.60</b>	<b>(419,008.89)</b>	<b>1,520,865.82</b>	<b>1,955,381.12</b>	<b>141,216,604.06</b>	<b>19,492,657.36</b>	<b>(446,733.63)</b>	

**YEAR-TO-DATE SUMMARY PART C**

Tax Year = 2025 and Year End Date = 3/31/2026 and Month Range from 3/1/2026 to 3/31/2026 and Tax Units = {multiple} and Date Type = 1

**9 - SPECIAL ROAD & BRIDGE**

**CURRENT YEAR INFORMATION** Start Financial Year 10/01/2025 12

Start Value	Start Exemption	Start Taxable	Rate	Calc Start Levy	Actual Start Levy	Start Frozen Loss	Start + Frozen
89,247,214,065	30,063,803,414	59,183,410,651	0.042210	24,981,317.64	24,988,728.52	0.00	24,988,728.52
Adjusted Value	Adjusted Exemption	Adj Taxable	Rate	Calc Adj Levy	Actual Current Levy	Adj Frozen Loss	Act Levy + Act Frozen
90,697,326,528	30,682,345,996	60,014,980,532	0.042210	25,332,323.28	25,339,032.95	0.00	25,339,032.95
Start Value	Net Value Adj	Start Value + Net Value Adj			Actual Current Value	Other Loss	
89,247,214,065	1,450,112,463	90,697,326,528			90,697,326,528	105.01	
Start Exemption	Net Exmp Adj	Start Exemp + Net Exmp Adj			Actual Current Exemption		
30,063,803,414	618,542,582	30,682,345,996			30,682,345,996		

YEAR	NET START BALANCE	NET MTD ADJ	NET YTD ADJ	NET MTD PAID	NET YTD PAID	CALC BALANCE	REFUNDS DUE	COL %
						AS OF 03/31/2026		
2025	24,988,728.52	(30,849.57)	350,304.43	312,007.20	22,590,329.96	2,748,702.99	(32,580.48)	89.15
2024	220,929.22	(25,354.66)	(150,045.81)	(194.36)	(48,763.76)	119,647.17	(26,837.60)	0.00
2023	100,656.65	(11,184.44)	(81,959.25)	(3,145.64)	(48,868.71)	67,566.11	(12,423.95)	0.00
2022	49,548.35	(135.00)	1,998.83	1,457.55	11,256.30	40,290.88	(154.12)	21.83
2021	25,718.00	(6.00)	127.52	584.11	2,669.18	23,176.34	(6.00)	10.32
2020	19,420.24	0.00	69.20	317.79	1,141.33	18,348.11	(0.62)	5.85
2019	16,589.12	0.00	0.00	216.90	862.41	15,726.71	0.00	5.19
2018	15,281.65	0.00	0.00	258.04	609.37	14,672.28	0.00	3.98
2017	14,018.60	0.00	0.00	204.07	401.40	13,617.20	0.00	2.86
2016	12,310.88	0.00	0.00	237.42	472.43	11,838.45	0.00	3.83
2015	10,753.88	0.00	0.00	209.95	313.00	10,440.88	0.00	2.91
2014	5,748.74	0.00	0.00	196.84	264.99	5,483.75	0.00	4.60
2013	3,973.06	0.00	0.00	33.37	74.91	3,898.15	0.00	1.88
2012	5,400.74	0.00	0.00	29.62	65.58	5,335.16	0.00	1.21
2011	3,746.36	0.00	0.00	31.29	57.97	3,688.39	0.00	1.54
2010	2,567.62	0.00	0.00	13.31	64.23	2,503.39	0.00	2.50
2009	2,375.02	0.00	0.00	4.39	17.18	2,357.84	0.00	0.72
2008	2,702.88	0.00	0.00	1.81	40.10	2,662.78	0.00	1.48
2007	2,593.37	0.00	0.00	0.65	4.45	2,588.92	0.00	0.17
2006	2,192.03	0.00	0.00	0.71	6.46	2,185.57	0.00	0.29
2005	1,734.10	0.00	0.00	1.43	3.80	1,730.30	0.00	0.21
2004 *	2,608.80	0.00	0.00	60.63	67.81	2,540.99	0.00	2.59
<b>TOTAL</b>	<b>25,509,597.83</b>	<b>(67,529.67)</b>	<b>120,494.92</b>	<b>312,527.08</b>	<b>22,511,090.39</b>	<b>3,119,002.36</b>	<b>(72,002.77)</b>	



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.8.**

**4/28/2026**

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Waiver of Penalty and Interest on Delinquent Taxes

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Deny the Waiver of Penalty and Interest on accounts as shown in the attached Exhibit A per Section 33.011 of the Texas Property Tax Code.



# Brazoria County Tax Office

**KRISTIN R. BULANEK**

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1320  
FAX 979.864.1346

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April 28, 2026

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

Re: Waiver of Penalty and Interest on Delinquent Taxes

Members of Commissioners' Court:

Please see the Request for Waiver of Penalty and Interest for the account(s) listed on Exhibit A pursuant to Section 33.011 of the Texas Property Tax Code.

Perdue Brandon Fielder Collins and Mott, LLP and the Brazoria County Tax Assessor-Collector reviewed the account(s) and evidence to determine if there is cause for waiver of penalties and interest in compliance with the statute. After review, no cause for waiver was found.

Sincerely,

Kristin R. Bulanek PCC, CTOP, PCAC, CIA

Tax Assessor-Collector

Brazoria County, Texas

**REQUEST FOR WAIVER  
PENALTY and INTEREST**

<b>ACCOUNT NUMBER</b>	<b>COUNTY</b>	<b>SPEC</b>	<b>SCHOOL</b>	<b>COLLEGE</b>	<b>HOSPITAL</b>	<b>EMS</b>	<b>PORT</b>	<b>DRAINAGE</b>	<b>CITY/MUD</b>	<b>TOTAL</b>
79820123000	\$53.18	\$8.44	\$127.60	0.00	15.12	0.00	0.00	10.69	126.53	341.56
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>\$53.18</b>	<b>\$8.44</b>	<b>\$127.60</b>	<b>\$0.00</b>	<b>\$15.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10.69</b>	<b>\$126.53</b>	<b>\$341.56</b>

**"EXHIBIT A"**



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.9.**

**4/28/2026**

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Out of State Travel

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Approve out of state travel for Airport Director to attend the 98<sup>th</sup> Annual American Association of Airport Executives Conference & Exposition May 3-5, 2026, in Los Angeles, California for purposes of Board duties and responsibilities.

Further, expenses will be paid by airport budget.

## **Estimated Travel Expenses**

### **AAAE 98<sup>th</sup> Annual Conference & Exposition**

Registration: \$950

Airfare: \$600

Hotel: \$2,100

**98<sup>TH</sup> ANNUAL AAAE  
CONFERENCE & EXPOSITION  
MAY 3-5, 2026 ✨ LOS ANGELES, CA**



**Where Dreams Take Flight**

**98<sup>th</sup> Annual AAAE Conference & Exposition  
(as of January 30, 2026)**

**Saturday, May 2:**

8 a.m. – 2 p.m.: Volunteer Event  
12 – 4:30 p.m.: Board of Directors Meeting

**Sunday, May 3:**

9 – 10:15 a.m.: Chapter Meetings  
10:15 – 11:45 a.m.: Academic Track: Welcome and Education Session  
10:30 a.m. – 12 p.m.: Executive Business Meeting  
12:30 – 2 p.m.: Committee Meetings  
2:30 – 4 p.m.: Committee Meetings  
4:45 – 6:30 p.m.: Welcome and Exhibit Hall Reception  
6:45 – 7:45 p.m.: Young Professionals Mixer

**Monday, May 4:**

8 – 9 a.m.: Breakfast in Exhibit Hall  
9 – 10:30 a.m.: Welcome and General Session I  
10:30 – 11:15 a.m.: Networking Break and Hudson Book Signing in Exhibit Hall  
11:15 – 12:30 p.m.: Education Sessions:

Session 1: SAF and Decarbonization  
Session 2: Capital and Construction  
Session 3: Air Cargo  
Session 4: Roundtable with FAA

12:30 – 2 p.m.: Lunch in Exhibit Hall  
2 – 3:15 p.m.: Education Sessions:

Session 5: Operational Readiness  
Session 6: General Aviation Hangar Development  
Session 7: CX Big Wins

**98<sup>TH</sup> ANNUAL AAAE**  
**CONFERENCE & EXPOSITION**  
**MAY 3-5, 2026 ✨ LOS ANGELES, CA**



**Where Dreams Take Flight**

- 2 – 2:45 p.m.: Workshop 1: Airport Support Group
- 3:15 – 4 p.m.: Networking Break in Exhibit Hall
- 4 – 5 p.m.: CEO Panel
- 6:30 – 9 p.m.: Monday Evening Event Hosted by LAWA

**Tuesday, May 5:**

- 8 – 9:30 a.m.: Breakfast in Exhibit Hall
- 9 – 9:30 a.m.: Executive Business Meeting
- 9:30 – 10:45 a.m.: Education Sessions:
  - Session 8: Employee Retention
  - Session 9: Touchdown to Torch Lighting
  - Session 10: Technology
  - Session 11: Discussion with CBP and TSA
- 9:30 – 10:15 a.m.: Workshop 2: eVTOL and AAM
- 10:30 – 10:45 a.m.: Networking Break
- 10:45 a.m. – 12:15 p.m.: General Session II with Awards
- 12:15 – 2:15 p.m.: Lunch and Networking in Exhibit Hall
- 2:15 – 3:30 p.m.: Education Sessions
  - Session 12: Emergency Preparedness
  - Session 13: Funding/Access to Capital
  - Session 14: Legal and Regulatory
- 2:15 – 3 p.m.: Workshop 3: Marketing Yourself
- 3:30 – 4:45 p.m.: Education Sessions:
  - Session 15: Advanced ATC
  - Session 16: Cybersecurity
  - Session 17: Growth & Capacity Management
- 5:30 – 6:15 p.m.: Chair’s Reception
- 6:30 – 7:45 p.m.: Dinner
- 7:45 – 8:30 p.m.: Closing Ceremony
- 8:30 – 10 p.m.: After Party Hosted by PHX

**98<sup>TH</sup> ANNUAL AAAE**  
**CONFERENCE & EXPOSITION**  
**MAY 3-5, 2026 ✨ LOS ANGELES, CA**

**Where Dreams Take Flight**



**Wednesday, May 6:**

8 a.m. – 12 p.m.: Airport Tour



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.10.**

**4/28/2026**

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Payment of Bills

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That the checks payable through Monday, April 27, 2026 be approved for payment in accordance with Local Government Code §115.021.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.11.**

**4/28/2026**

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FY 2026: Record Budget for Other Funds

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Parks Special Events                      520000 (Operating)      10000   56000   \$2,000

Record budget for Parks Nature Camp. Reserves are available.



# Budget to Actuals for Year 2026

10/1/2025 thru 9/30/2026 [51%]

Business Unit: BRAZO

Department: All Departments

Fund: 10700

Account	Account Description	Original Budget	Adjustments	Total Budget	Requisitions	Purchase Orders	Expenses	Remaining	% Used
Fund: 10700-Parks Special									
Events									
56000 Parks									
525000	Food	1,000.00	0.00	1,000.00	0.00	(306.74)	(693.26)	0.00	100.0%
572900	Outreach, Public Education	1,000.00	0.00	1,000.00	0.00	0.00	(228.47)	771.53	22.8%
<b>Operating Expenditures</b>		<b>2,000.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>(306.74)</b>	<b>(921.73)</b>	<b>771.53</b>	<b>61.4%</b>
<b>Total Department: 56000</b>		<b>2,000.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>(306.74)</b>	<b>(921.73)</b>	<b>771.53</b>	<b>61.4%</b>
<b>Total Fund: 10700</b>		<b>2,000.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>(306.74)</b>	<b>(921.73)</b>	<b>771.53</b>	<b>61.4%</b>
<b>Report Total</b>		<b>2,000.00</b>	<b>0.00</b>	<b>2,000.00</b>	<b>0.00</b>	<b>(306.74)</b>	<b>(921.73)</b>	<b>771.53</b>	<b>61.4%</b>



Report: GLA005  
04/06/2026  
4:02 PM

## Statement of Revenues, Expenditures and Changes in Fund Balance

<b>Business Unit:</b>	BRAZO - Brazoria County		
<b>From Fund:</b>	10700 Parks Special Events	<b>To</b>	10700 Parks Special Events
<b>Actuals Fiscal Year:</b>	2026	10/01/2025	<b>Exp Budget Period:</b> 2026
<b>Accounting Period:</b>	7	04/01/2026 thru 04/30/2026	<b>Exp Budget Ref:</b>
<b>Rev Budget Period:</b>	2026		<b>Exp Fiscal Year:</b> 2026
<b>Adjustments (998):</b>	Not Included		

<i>Account Id</i>	<i>Account Description</i>	<i>Actuals MTD</i>	<i>Actuals YTD</i>	<i>Budget</i>	<i>Variance (+/-)</i>
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### Fund 10700 Parks Special Events

**REVENUES:**

*Investment Income*

460100 Interest	\$0.00	\$445.91	\$500.00	(\$54.09)
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<b>Total Investment Income</b>	<b>\$0.00</b>	<b>\$445.91</b>	<b>\$500.00</b>	<b>(\$54.09)</b>
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*Contributions*

465100 Donations	\$0.00	\$831.00	\$0.00	\$831.00
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<b>Total Contributions</b>	<b>\$0.00</b>	<b>\$831.00</b>	<b>\$0.00</b>	<b>\$831.00</b>
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<b>Total Revenues:</b>	<b>\$0.00</b>	<b>\$1,276.91</b>	<b>\$500.00</b>	<b>\$776.91</b>
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**EXPENSES:**

Dept 56000-Parks

*Operating*

525000 Food	\$0.00	\$693.26	\$1,000.00	\$306.74
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572900 Outreach, Public Education	\$0.00	\$228.47	\$1,000.00	\$771.53
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<b>Total Operating</b>	<b>\$0.00</b>	<b>\$921.73</b>	<b>\$2,000.00</b>	<b>\$1,078.27</b>
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<b>Dept 56000-Parks Totals</b>	<b>\$0.00</b>	<b>\$921.73</b>	<b>\$2,000.00</b>	<b>\$1,078.27</b>
--------------------------------	---------------	-----------------	-------------------	-------------------

<b>Total Expenses:</b>	<b>\$0.00</b>	<b>\$921.73</b>	<b>\$2,000.00</b>	<b>\$1,078.27</b>
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Report: GLA005  
04/06/2026  
4:02 PM

## Statement of Revenues, Expenditures and Changes in Fund Balance

<b>Business Unit:</b>	BRAZO - Brazoria County		
<b>From Fund:</b>	10700 Parks Special Events	<b>To</b>	10700 Parks Special Events
<b>Actuals Fiscal Year:</b>	2026	10/01/2025	<b>Exp Budget Period:</b> 2026
<b>Accounting Period:</b>	7	04/01/2026 thru 04/30/2026	<b>Exp Budget Ref:</b>
<b>Rev Budget Period:</b>	2026		<b>Exp Fiscal Year:</b> 2026
<b>Adjustments (998):</b>	Not Included		

<i>Account Id</i>	<i>Account Description</i>	<i>Actuals MTD</i>	<i>Actuals YTD</i>	<i>Budget</i>	<i>Variance (+/-)</i>
<i>Excess (Shortage) Revenues to Expenses:</i>		\$0.00	\$355.18	(\$1,500.00)	(\$1,855.18)
<i>Fund Balance or Retained Earnings (Beginning of Year)</i>			\$27,252.72		
<i>Net Period Activity</i>			\$0.00		
<i>Fund 10700 Balance as of: 04/30/2026</i>			\$27,607.90		



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

**ORDER NO. H.12.**

**4/28/2026**

FY 2026: Additional Funds

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

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

	Category	Fund	Dept	Amount
<b>General Fund</b>				
Non-Departmental	520000 (Operating)	10000	14900	\$ 5,325.00
Non-Departmental	590000 (Capital)	10000	14900	\$ 8,878.05
Information Systems	520000 (Operating)	10000	22000	\$15,155.40
Facilities Management	590000 (Capital)	10000	25000	\$ 1,450.00
County Sheriff	520000 (Operating)	10000	30000	\$ 8,671.24
Detention Center	520000 (Operating)	10000	35000	\$ 4,534.92
Library Administration	520000 (Operating)	10000	55000	<u>\$ 149.98</u>
				<b>\$44,164.59</b>
 <b>Other Funds</b>				
General Fund - Const.	590000 (Capital)	10100	57000	<u>\$ 88,927.17</u>
				<b>\$ 88,927.17</b>
Road & Bridge Non-Const.	520000 (Operating)	20000	75000	\$ 314,331.01
Road & Bridge Const.	590000 (Capital)	20500	75000	<u>\$1,296,686.11</u>
				<b>\$1,611,017.12</b>
 Airport Operating	 520000 (Operating)	 60500	 90000	 <u>\$ 13,262.00</u>
				<b>\$ 13,262.00</b>



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.13.**

**4/28/2026**

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Monthly Welfare Report

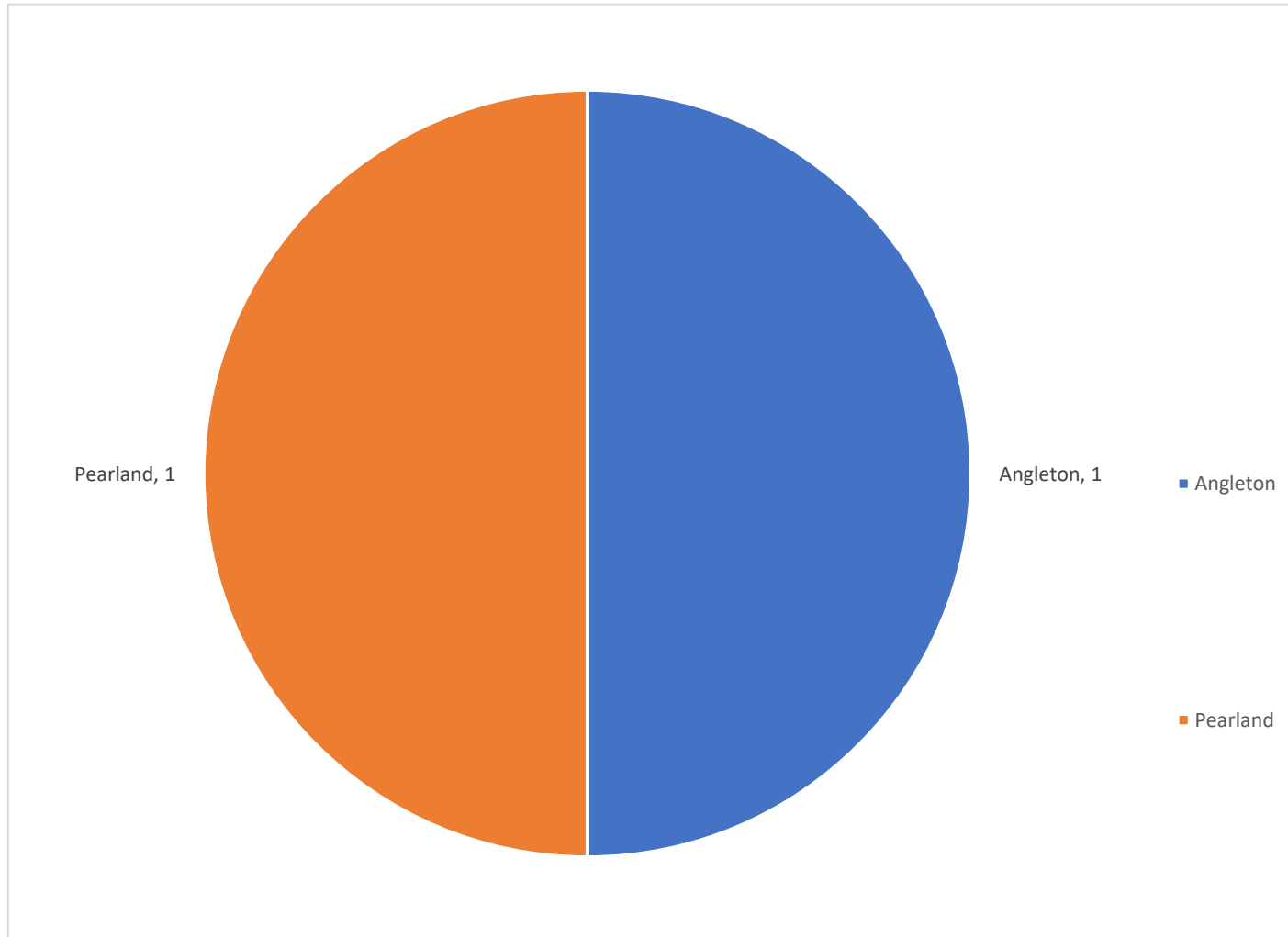
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Approve the NRG CARE (Reliant Energy, Direct Energy, Stream, Xoom Energy, Green Mountain, Cirro and Discount Power) monthly Assistance Report for the month of March 2026.

This Report shows the cities where NRG CARE funds were utilized and the number of clients assisted in the month of March 2026.

# CIRRO ENERGY GRANT ASSISTANCE REPORT

## March 2026

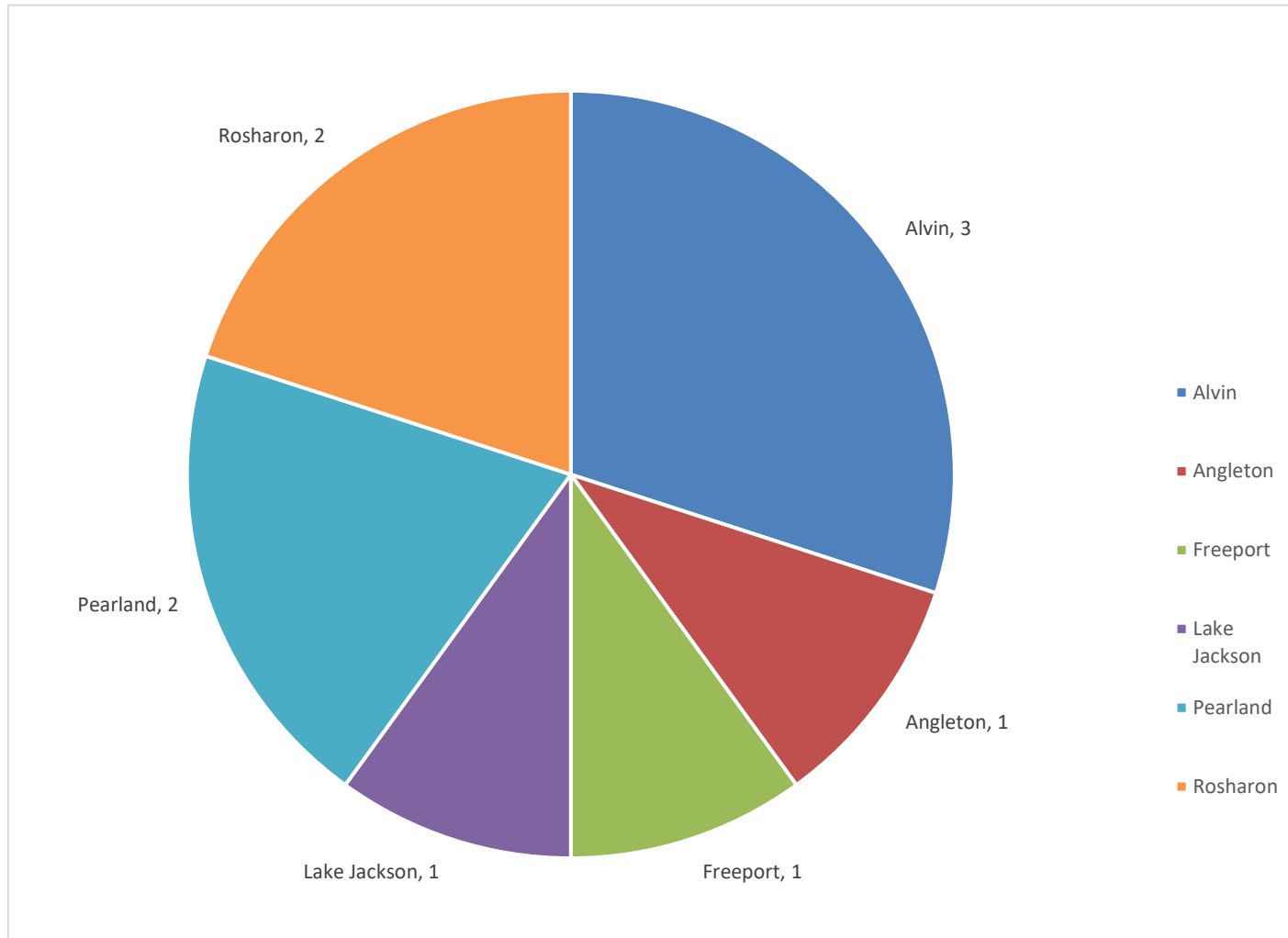


The above chart represents the number of clients from each City that were assisted in March 2026

**TOTAL CLIENTS SEEN: 2**

# RELIANT ENERGY - NRG CARE GRANT ASSISTANCE REPORT

## March 2026



The above chart represents the number of clients from each City that were assisted in March 2026

**TOTAL CLIENTS SEEN: 10**



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.14.**

**4/28/2026**

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## Monthly Section 8 Report

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Approve the Brazoria County Housing Authority (BCHA) Housing Choice Voucher (HCV), Emergency Housing Voucher (EHV), Stability Voucher, and Foster Youth to Independence (FYI) Voucher Programs Monthly Report for the period of March 1 through March 31, 2026.

This report reflects key program metrics, including, but not limited to the total number of active tenants participating in each voucher program, the geographic distribution of assisted households by city, the number of families exiting the program, program funding levels and utilization, and the number of inspections completed during the reporting period.

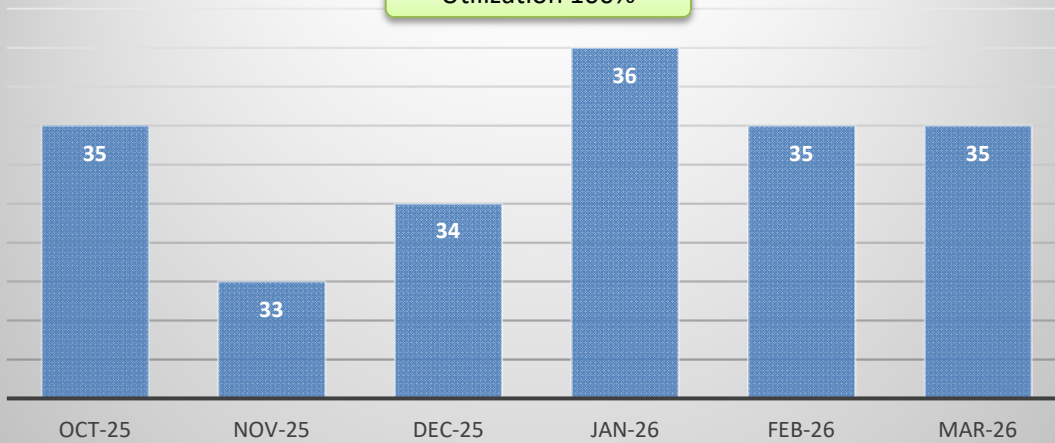
## Emergency Housing Voucher Program

EHV's are special purpose vouchers issued in response to COVID. HUD has confirmed no additional EHV renewal funding will be allocated beyond the final amounts sent

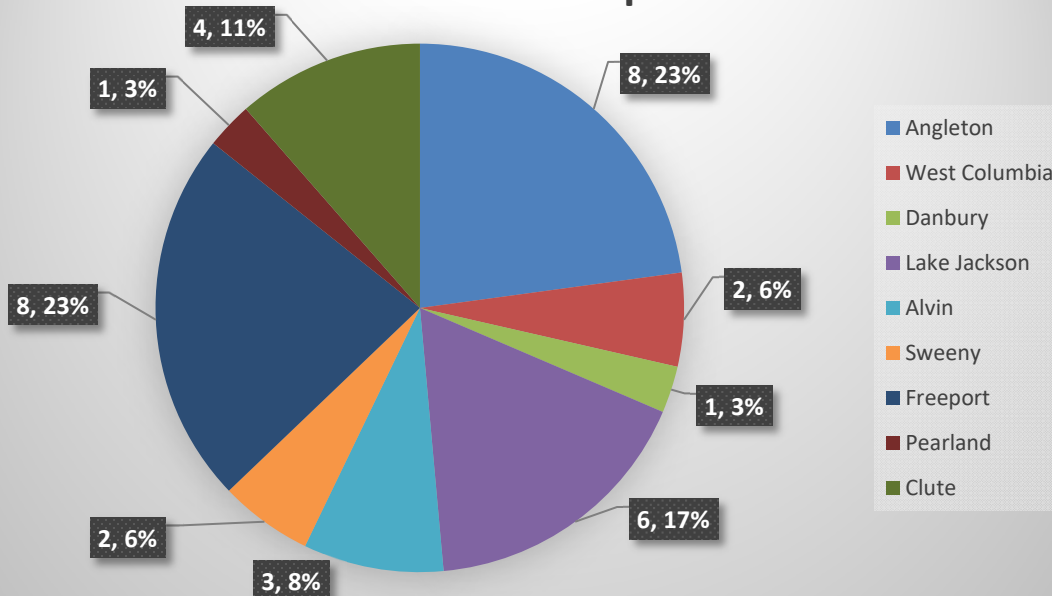
Total EHV Vouchers Awarded	53	1st and 2nd allocation 2021 & 2022
Oct-25	35	Housed
Nov-25	33	Housed
Dec-25	34	Housed
Jan-26	36	Housed
Feb-26	35	Housed
Mar-26	35	Housed
Total Leased (Initial Allocation)	35	100% Utilization

### EHV Program

Utilization 100%

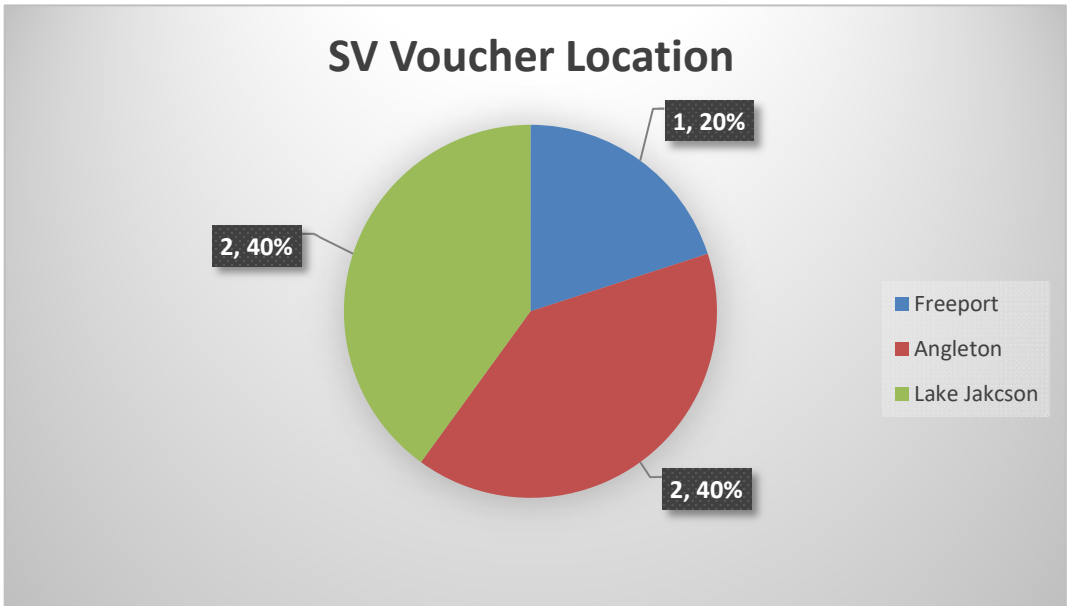
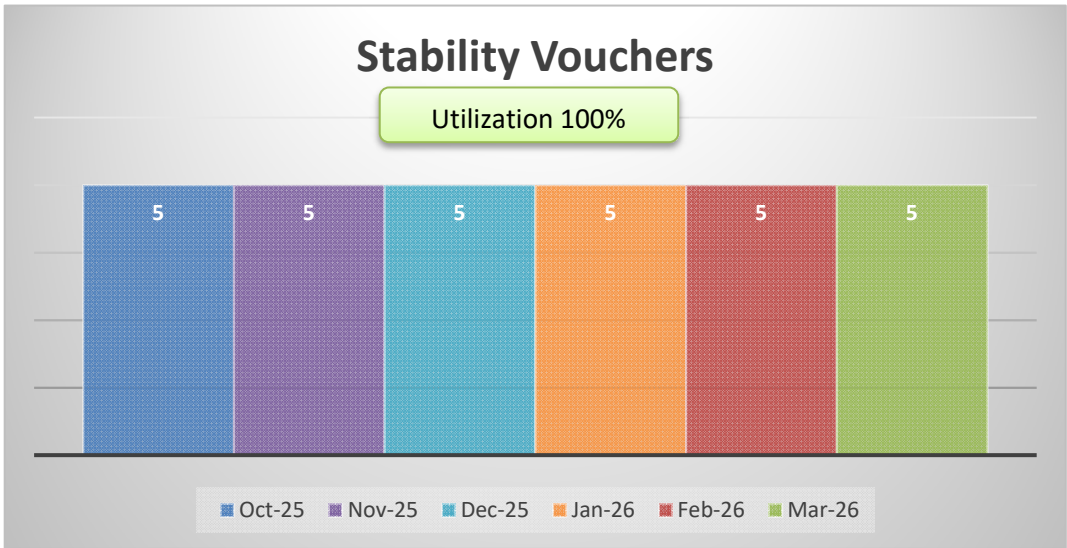


### EHV Tenant Report



\*Note: HUD has granted BCHA a waiver to transition EHV participants to HCV when funding allows without re-applying for assistance as a means to prevent these households from returning to homelessness, or at risk of homelessness.

Stability Voucher Program		
Total SV Vouchers Awarded	5	Oct-23
Oct-25	5	Housed
Nov-25	5	Housed
Dec-25	5	Housed
Jan-26	5	Housed
Feb-26	5	Housed
Mar-26	5	Housed

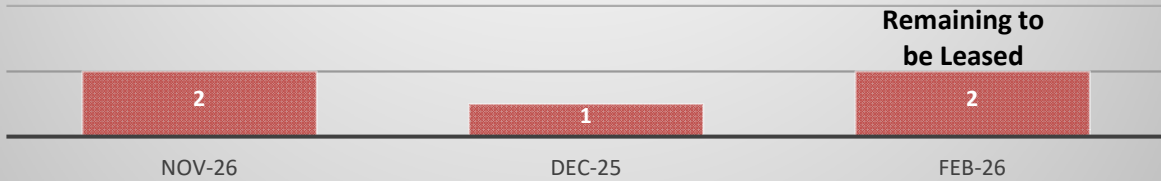


## FYI (Foster Youth to Independence) Program Summary

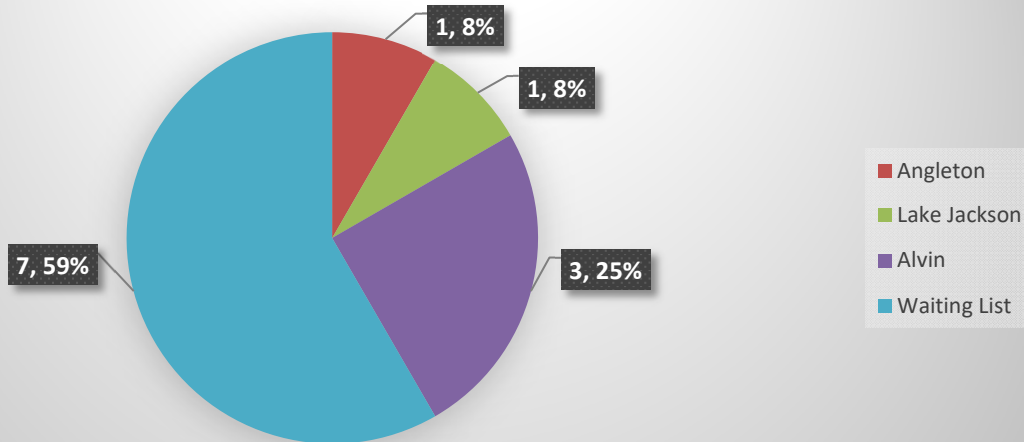
Total FYI Vouchers Awarded	12	Combined allocation October 2025 & March 2026
Oct-25	5	Housed
Nov-26	2	Housed
Dec-25	1	Housed
Feb-26	2	Housed
Total Leased (Initial Allocation)	5	100% leased
Additional Award – March 2026	7	Second Allocation
Leased from March 2026 Award	0	Waiting List
Remaining to be Leased	7	From March 2026 award

### FYI Vouchers

Utilization 42%



### FYI Tenant Report

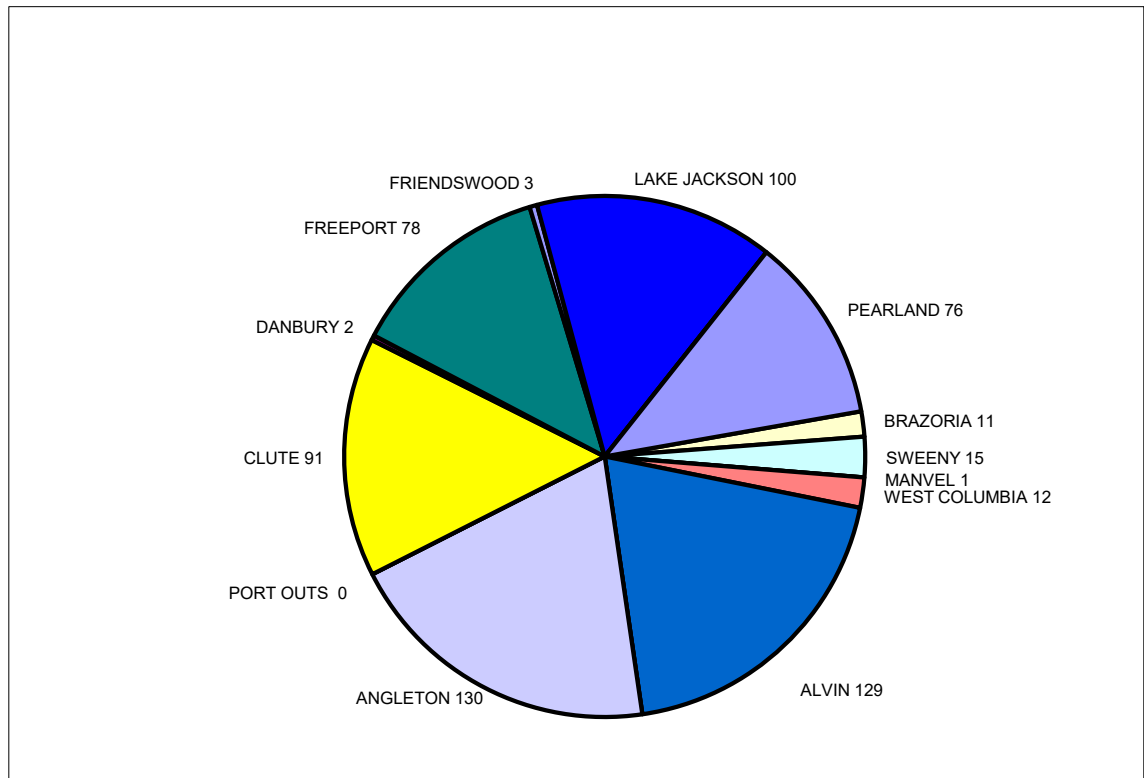


## Section 8 Tenants

<b>BRAZORIA</b>	11
<b>SWEENY</b>	15
<b>WEST COLUMBIA</b>	12
<b>ALVIN</b>	129
<b>ANGLETON</b>	130
<b>PORT OUTS</b>	1
<b>CLUTE</b>	91
<b>DANBURY</b>	2
<b>FREEPORT</b>	78
<b>FRIENDSWOOD</b>	3
<b>LAKE JACKSON</b>	100
<b>Ann Searching</b>	0
<b>PEARLAND</b>	76
<b>MANVEL</b>	1

### ACTIVE SECTION 8 CLIENTS

MAR 2026



The chart above represents the number of Tenants residing in each City for All Voucher Programs as of March 2026

**TOTAL NUMBER OF TENANTS SERVED\* 649**

\*Includes all voucher programs (HCV, SV and EHV)

## FY 2025 Termination Report

Month	Bedroom Size						TOTAL BY MONTH
	0	1	2	3	4	5	
January		1	2		1		4
February		5		1			6
March		2	1				3
April		2		2			4
May		3	1	1	1		6
June		2	1	2			5
July			3	2			5
August		1	1	1			3
September		2	3	1			6
October		3	3	1			7
November		4	8				12
December		1	1				2
	0	26	24	11	2	0	63

## FY 2026 Termination Report

Month	Bedroom Size						TOTAL BY MONTH
	0	1	2	3	4	5	
October		3	3	1			7
November		4	8				12
December		1	1				2
January			1	2			3
February			3	2			5
March		2	4	1			7
April							0
May							0
June							0
July							0
August							0
September							0
	0	10	20	6	0	0	36

## Inspections (New units, Annual, etc.) 2026

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move		
						Out/Damage	Reinspection	
October	207	104	93	10	0	0	95	207
November	145	58	77	10	0	0	65	145
December	127	58	60	8	0	0	60	126
Janaury	118	52	60	3	0	0	58	115
February	130	59	72	7	0	0	60	138
March	138	75	52	11	0	0	73	138
April								0
May								0
June								0
July								0
August								0
September								0

## Quality Control Inspections 2026

Month	Scheduled	Failed	Passed	No show	Inconclusive	Move	
						Out/Damage	Reinspection
October	4	0	4	0	0	0	0
November	0	0	0	0	0	0	0
December	0	0	0	0	0	0	0
Janaury	0	0	0	0	0	0	0
February	7	0	7	0	0	0	0
March	17	5	8	4	0	0	5
April							
May							
June							
July							
August							
September							

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

## Lease Rate

### CY 2025

Month	Total Units Approved	Total Units Leased	% Leased
<b>January</b>	612	566	92.5%
<b>February</b>	612	564	92.2%
<b>March</b>	612	554	90.5%
<b>April</b>	612	563	92.0%
<b>May</b>	612	545	89.1%
<b>June</b>	612	549	89.7%
<b>July</b>	612	552	90.2%
<b>August</b>	612	554	90.5%
<b>September</b>	612	590	96.4%
<b>October</b>	612	576	94.1%
<b>November</b>	617	610	98.9%
<b>December</b>	617	640	103.7%
	7354	6863	93.3%

### FY 2026

Month	Total Units Approved	Total Units Leased	% Leased
<b>October</b>	617	576	93.4%
<b>November</b>	617	610	98.9%
<b>December</b>	617	640	103.7%
<b>January</b>	617	603	97.7%
<b>February</b>	617	590	95.6%
<b>March</b>	617	593	96.1%
<b>April</b>	617		0.0%
<b>May</b>	617		0.0%
<b>June</b>	617		0.0%
<b>July</b>	617		0.0%
<b>August</b>	617		0.0%
<b>September</b>	617		0.0%
	7404	3612	48.8%

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

**Program Utilization - Calendar Year 2025**

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN HAP REVENUE	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
January-25	(409,740.00)			(983.00)	384,406.00	2,452.00	(23,865.00)	94.2%	(24,427.00)	(1,884.47)	19,801.00	(48,861.00)	49,523.41
February-25	(409,740.00)			(2,874.00)	394,465.00	1,742.00	(16,407.00)	96.0%	(23,835.00)	(1,770.66)	19,802.00	(53,117.00)	65,292.78
March-25	(411,195.00)			(818.00)	402,868.00	2,051.00	(7,094.00)	98.3%	(22,827.00)	(1,758.21)	20,158.00	(48,861.00)	76,310.00
April-25	(411,195.00)			(818.00)	390,853.00	1,901.00	(19,259.00)	95.3%	(18,563.96)	(1,477.99)	22,827.00	(48,861.00)	50,152.11
May-25	(308,143.00)			(408.00)	387,696.00	1,434.53	80,579.53	126.1%	(22,314.00)	(1,898.34)	22,913.97	(48,324.00)	35,629.02
June-25	(409,781.00)			(659.00)	389,294.00	2,562.00	(18,584.00)	95.5%	(19,372.96)	(1,544.91)	21,589.98	(53,334.00)	29,680.00
July-25	(408,088.00)			(1,126.00)	385,469.00	2,616.00	(21,129.00)	94.8%	(19,221.29)	(1,662.36)	20,515.00	(53,334.00)	55,405.00
August-25	(411,926.00)			(3,776.00)	385,594.00	2,407.00	(27,701.00)	93.3%	(20,588.45)	(1,777.78)	20,024.00	(53,334.00)	57,599.00
September-25	(418,335.00)			(4,419.00)	405,863.00	2,668.00	(14,223.00)	96.6%	(24,721.05)	(2,341.88)	22,547.00	(58,490.00)	(171,364.00)
October-25	(482,485.00)			(4,419.00)	431,012.00	2,889.00	(53,003.00)	89.1%	(23,262.79)	(20,206.32)	23,066.00	(55,202.52)	2,883.13
November-25	(401,889.00)			(1,041.50)	404,300.00	1,854.00	3,223.50	100.8%	(15,802.00)	1,116.36	15,968.00	(52,315.00)	32,062.92
December-25	(416,701.00)			(4,465.50)	429,245.00	3,603.00	11,681.50	102.8%	(19,515.00)	(1,466.95)	23,258.00	(48,689.00)	53,886.80
								#DIV/0!					
<b>TOTALS</b>	<b>(4,899,218.00)</b>	-	-	<b>(25,807.00)</b>	<b>4,791,065.00</b>	<b>28,179.53</b>	<b>(105,780.47)</b>	<b>97.9%</b>	<b>(254,450.50)</b>	<b>(36,673.51)</b>	<b>252,469.95</b>	<b>(622,722.52)</b>	<b>337,060.17</b>
	(4,925,025.00)	-	-	-	4,819,244.53				(913,846.53)				589,530.12

**Program Utilization - Fiscal Year 2026**

MONTH	REVENUE	MISC	HAP INTEREST	REPAYMENTS	HAP PAYMENTS	UA PAYMENTS	BALANCE	UTILIZATION PERCENTAGE	PORT-IN RECEIPTS	PORT ADMIN REVENUE	PORT-IN HAP PYMTS	ADMIN REVENUE	ADMIN EXPENSES
October-25	(430,071.00)			(868.00)	402,963.00	3,093.00	(24,883.00)	94.2%	(14,993.00)	(1,230.55)	17,297.00	(51,840.00)	34,207.82
November-25	(401,899.00)				421,669.00	4,002.00	23,772.00	105.9%	(15,802.00)	(1,116.36)	15,968.00	(52,315.00)	32,062.92
December-25	(416,701.00)				446,483.50	4,778.00	34,560.50	108.3%	(19,515.00)	(1,466.95)	23,258.00	(48,689.00)	53,886.80
January-26	(466,742.00)				444,249.50	4,987.00	(17,505.50)	96.2%	(15,145.00)	(1,089.52)	16,989.00	(48,689.00)	59,686.00
February-26	(466,689.00)				438,392.00	4,713.00	(23,584.00)	94.9%	(16,292.96)	(1,194.33)	20,312.00	(44,368.00)	82,409.00
March-26	(426,529.00)			(50.00)	443,579.00	4,270.00	21,270.00	105.0%	(27,096.00)	(1,668.96)	19,557.00	(44,368.00)	96,870.00
April-26							-	#DIV/0!					
May-26							-	#DIV/0!					
June-26							-	#DIV/0!					
July-26							-	#DIV/0!					
August-26							-	#DIV/0!					
October-26							-	#DIV/0!					
<b>TOTALS</b>	<b>(2,608,631.00)</b>	-	-	<b>(918.00)</b>	<b>2,597,336.00</b>	<b>25,843.00</b>	<b>13,630.00</b>	<b>100.5%</b>	<b>(108,843.96)</b>	<b>(7,766.67)</b>	<b>113,381.00</b>	<b>(290,269.00)</b>	<b>359,122.54</b>
	(2,609,549.00)				2,623,179.00				(406,879.63)				472,503.54

## Outgoing Ports

### CY 2025

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
<b>January</b>	2	1	1
<b>February</b>	0	1	0
<b>March</b>	0	1	0
<b>April</b>	2	2	0
<b>May</b>	0	4	0
<b>June</b>	0	4	0
<b>July</b>	0	4	0
<b>August</b>	0	4	0
<b>September</b>	0	4	1
<b>October</b>	0	4	0
<b>November</b>	0	5	0
<b>December</b>	0	5	0

### FY 2026

Month	# of Families Going out	# Billed	# Absorbed or Moved Back
<b>October</b>	0	4	0
<b>November</b>	0	5	0
<b>December</b>	0	5	0
<b>January</b>	1	5	0
<b>February</b>	0	6	0
<b>March</b>	1	7	0
<b>April</b>			
<b>May</b>			
<b>June</b>			
<b>July</b>			
<b>August</b>			
<b>September</b>			

## Incoming Ports

### CY 2025

Month	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
<b>January</b>	2	26	0	0
<b>February</b>	1	27	0	0
<b>March</b>	1	28	0	0
<b>April</b>	0	28	0	0
<b>May</b>	0	27	0	0
<b>June</b>	0	27	0	1
<b>July</b>	0	27	0	1
<b>August</b>	2	25	0	0
<b>September</b>	1	27	0	1
<b>October</b>	0	27	0	3
<b>November</b>	4	23	0	1
<b>December</b>	0	17	5	0

### FY 2026

	# of Families Coming in	# Billed	# Absorbed @ EOM	# Terminated/ Port out
<b>October</b>	0	27	0	3
<b>November</b>	4	23	0	1
<b>December</b>	0	17	5	0
<b>January</b>	0	18	1	0
<b>February</b>	0	18	0	0
<b>March</b>	0	18	0	0
<b>April</b>				
<b>May</b>				
<b>June</b>				
<b>July</b>				
<b>August</b>				
<b>September</b>				

## Hard to House Families

### CY 2025

January	2
February	3
March	5
April	3
May	3
June	4
July	3
August	8
September	21
October	11
November	5
December	15

### FY 2026

October	11
November	5
December	15
January	7
February	2
March	3
April	
May	
June	
July	
August	
September	

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



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.15.**

**4/28/2026**

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Amendment to 2022 Annual Action Plan

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Approve Minor Amendment to the 2022 Annual Action Plan to obligate funding for Community Development Block Grant (CDBG) funding to one Public Facility project.

**BRAZORIA COUNTY 2022 ACTION PLAN  
MINOR AMENDMENT**

**APRIL 28, 2026**

The U.S. Department of Housing and Urban Development (HUD) requires Brazoria County to amend its annual Action Plan when changes are required to the plan. The below amendment constitutes minor amendment of scope reduction where the overall project has not changed, and is proposed for review and consideration of approval:

**2022 Annual Action Plan**

**Project 2022/2 Bailey's Prairie Park Improvements:** Allocate \$28,000.25 in additional CDBG funding to fund project management and construction. Total project funding including previously allocated amounts will be \$168,000.00.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.16.**

**4/28/2026**

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Amendment to Public Facility Agreement with Village of Bailey's Prairie

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Approve Amendment to Public Facility Agreement with Village of Bailey's Prairie to extend project timeline and increase funding for project construction.

Further, authorize the County Judge to sign the Amendment to Agreement after final review and approval by the District Attorney's Office.

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

**WHEREAS** on April 28, 2026, the Brazoria County Commissioner’s Court at its regular Commissioner’s Court meeting approved a third amendment to the Public Facilities Agreement between “Village of Bailey’s Prairie” and “Brazoria County” as follows:

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

Services of the Subrecipient shall start on the 1st day of October, 2022 and end on the 30<sup>th</sup> day of September, 2026. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete design, bid and award construction contract	41 month
Complete construction	12 months
Final inspection & completion of Certificate of Const. Completion	<u>1 month</u>
 Total:	 <u>48 months</u>

Page 2, Section VII. – Budget, shall be amended to read as follows:

<u>Line Item</u>	<u>Amount</u>
Park Improvements- CDBG	\$112,170.00
Engineering & Geotechnical	\$50,633.00
Project Management	<u>\$5,197.00</u>
 Total	 <u>\$168,000.00</u>

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

APPROVED FOR SUBRECIPIENT:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
  
Date: \_\_\_\_\_

APPROVED FOR GRANTEE:

By: \_\_\_\_\_  
L. M. “Matt” Sebesta, Jr. County Judge  
  
Date: \_\_\_\_\_



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.17.**

**4/28/2026**

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Interlocal Agreement with Brazoria Drainage District No. 4 (Precinct 2)

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Approve the attached Interlocal Agreement with Brazoria Drainage District No. 4 for roadside ditch maintenance for County Road 100 between FM 1128 and County Road 143 pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.001.

Whereas, County Road 100 is a County maintained road and designated as a major thoroughfare in the County Thoroughfare Plan.

Further, the County Judge is authorized to sign the attached Interlocal Agreement on behalf of the County and that a certified copy of this order be furnished to the County Engineer for distribution to all parties involved.

**INTERLOCAL AGREEMENT BETWEEN BRAZORIA COUNTY, TEXAS, AND  
BRAZORIA DRAINAGE DISTRICT NO. 4**

This Interlocal Agreement (this “Agreement”) is made effective as of the Effective Date (as defined below), by and between **BRAZORIA COUNTY, TEXAS**, acting through its Commissioners Court (the “County”), and the **BRAZORIA DRAINAGE DISTRICT NO. 4**, herein after referred to as (the “District”). The District and the County may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, The Interlocal Corporation Act, Texas Government Code § 791.001 *et seq.*, authorizes the District to enter into an interlocal agreement with the County subject to the conditions and limitations of this Agreement; and

WHEREAS, District currently maintains the roadside ditches along County Road 100 (Old Massey Ranch Road/McKeever Road) between FM 1128 (Masters Road) and County Road 143 (Pearland Sites Road) as part of its drainage infrastructure (hereinafter “Drainage Structure”); and

WHEREAS, District has completed area wide drainage projects wherein the Drainage Structure is no longer required by District as a major drainage channel but may instead function as a typical roadside ditch to facilitate drainage; and

WHEREAS, County Road 100 (Old Massey Ranch Road/McKeever Road) is a County maintained road and designated as a major thoroughfare in the County Thoroughfare Plan; and

WHEREAS, significant development is occurring along County Road 100 (Old Massey Ranch Road/McKeever Road) and the construction of the major thoroughfare will begin in the near future; and

WHEREAS, District warrants that its Board of Commissioners approved this Agreement on \_\_\_\_\_, 2026; and

WHEREAS, County warrants that its Commissioners Court approved this Agreement by Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, 2026 authorizing its County Judge to execute it on the County’s behalf, and specifically approving the Project listed in this Interlocal Agreement.

NOW, THEREFORE, the County and the District agree as follows:

1. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to that paying Party.
2. **Term.** This Agreement shall commence on the Effective Date.
3. **Agreement.** The Drainage Structure will revert to a County roadside ditch and be maintained by the County.

4. **County's Covenants.** County shall be responsible for the following pertaining to the Project:

- a. Ensure that the expansion of County Road 100 (Old Massey Ranch Road/McKeever Road) includes the appropriate roadside drainage (either through open ditch or a stormwater system);
- b. Maintain all drainage facilities, including but not limited to roadside ditches, storm sewers, and outfall structures within County Road 100 Right-of-Way from 500 LF west of CR 879B (Wayne Lane) to 200 LF east of CR 879C (Berry Road) after expansion of CR 100 is completed and accepted by Brazoria County;
- c. Provide routine maintenance including mowing and debris removal of the outfall point from the CR 100 Drainage Facilities into the Districts drainage system; and
- d. Consult with the District on any modifications or improvements required at the outfall point or at any location that will involve the Districts drainage infrastructure.

5. **District's Covenants.** District shall be responsible for the following pertaining to the Project.

- a. Consult with the County on any modifications or improvements required at the outfall point or at any location that will involve the District's drainage infrastructure; and
- b. Consult with County as such times as any concerns arise regarding the drainage system along County Road 100 (Old Massey Ranch Road/McKeever Road) to find a resolution to the concerns.

6. **Annexation by City of Pearland.** The County's obligations under this Agreement cease if and when the City of Pearland annexes the portion of County Road 100 (Old Massey Ranch Road/McKeever Road) that includes the Drainage Structure as defined herein.

7. **Independent Contractor.** The Parties intend that County, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. County is not considered an agent or employee of District.

8. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.

9. **Funding.** The Parties understand and acknowledge that the funding of this Agreement, if any, is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year.

10. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.

11. **Venue and Applicable Law.** This Agreement is subject to all present and future valid laws, orders, rules, ordinances, and regulations of the United States of America, the State of Texas, the Parties, and any other regulatory body having jurisdiction. This Agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute, or claim arising under this Agreement shall be *exclusively* in a court of appropriate jurisdiction in Brazoria County, Texas.

12. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552 *et seq.*, as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

13. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between the Parties, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.

14. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

15. **No Indemnification by District or County.** The Parties expressly acknowledge that the District's and the County's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the District or the County is invalid. Nothing in this Agreement requires that either the District or County incur debt, assess or collect funds, or create a sinking fund.

16. **Sovereign Immunity Acknowledged and Retained.** **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE DISTRICT AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

17. **No Assignment.** This Agreement shall not be assigned by either Party without the express written consent of the other Party.

18. **Entire Agreement.** This Agreement, including the exhibits, contains the entire agreement between the District and the County pertaining to the project contemplated hereby and fully supersedes all prior agreements and understandings between the District and the County pertaining to such transaction.

19. **Modification**. The Agreement cannot under any circumstance be modified orally, and no agreement shall be effective to waive, change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by both the District and the County.

20. **Effective Date**. The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

AGREED and SIGNED to be effective as of the Effective Date.

**COUNTY:**

BRAZORIA COUNTY, TEXAS

**DISTRICT:**

BRAZORIA DRAINAGE  
DISTRICT NO. 4

By: \_\_\_\_\_  
L.M. "Matt" Sebesta, Jr.  
Brazoria County Judge

By: \_\_\_\_\_  
Chairman

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.18.**

**4/28/2026**

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Interlocal Agreement with the City of Sandy Point No. IS26-0013

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Interlocal Agreement with the City of Sandy Point to repair the road as listed on Exhibit "A", pursuant to Texas Transportation Code Sec. 251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq.

Further, that under the terms of the attached Agreement, the city agrees to pay all material cost for the requested road.

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

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

STATE OF TEXAS                    §  
   §  
COUNTY OF BRAZORIA            §

**INTERLOCAL AGREEMENT**  
**BETWEEN BRAZORIA COUNTY AND THE CITY OF SANDY POINT**  
**IS26-0013**

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

**RECITALS**

WHEREAS, the CITY wishes to repair all roads as listed on Exhibit "A"; and

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

WHEREAS, the COUNTY has agreed to utilize Brazoria County Road & Bridge equipment and employees to perform this work pursuant to the authority of Tex. Transp. Code §251.012, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. 791.001 et. Seq., subject to the conditions and limitations of this Agreement;

NOW THEREFORE, the CITY and COUNTY agree as follows:

- 1.01 COUNTY agrees to supply such equipment as may be necessary together with operators to repair all roads listed on Exhibit "A".
  
- 1.02 The CITY agrees to pay for material needed in the project directly to supplier, and in the event COUNTY costs in performing above-described work exceed \$10,000.00, the CITY shall pay, from the point in time that COUNTY'S costs equal the sum \$10,000.00, the labor costs and the hourly value of equipment used, plus any other costs associated with the use of the equipment. Though it is contemplated by this agreement that CITY will obtained the necessary design and engineering studies required by the project prior to the commencement of the work, CITY agrees to pay the reasonable cost of any design or engineering work obtained by COUNTY if it exceeds the sum of \$10,000.00. The value of equipment shall be those hourly rates which have been previously established by the COUNTY for each item of its equipment, multiplying the same by the number of hours, such equipment has been utilized in excess of the point in time when COUNTY's costs equaled the sum of \$10,000.00. COUNTY equipment utilized on site for the project shall be charged to CITY on a daily rate for each day it is on-site.
  
- 1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not considered an agent or employee of CITY.
  
- 1.04 Each party agrees that payments for the performance of governmental functions or services shall be from current revenues available to the paying party and further that such payments shall fairly compensate the performing party for the service it supplies provides for the other party's benefit.
  
- 1.05 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made connection with this project is only an estimate and is not warranty of the final cost of the project.

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


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

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

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

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

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

By:  \_\_\_\_\_  
CITY OF SANDY POINT  
MAYOR

By:

\_\_\_\_\_  
BRAZORIA COUNTY  
COUNTY JUDGE

Date signed: 4/15/2020

Date signed: \_\_\_\_\_

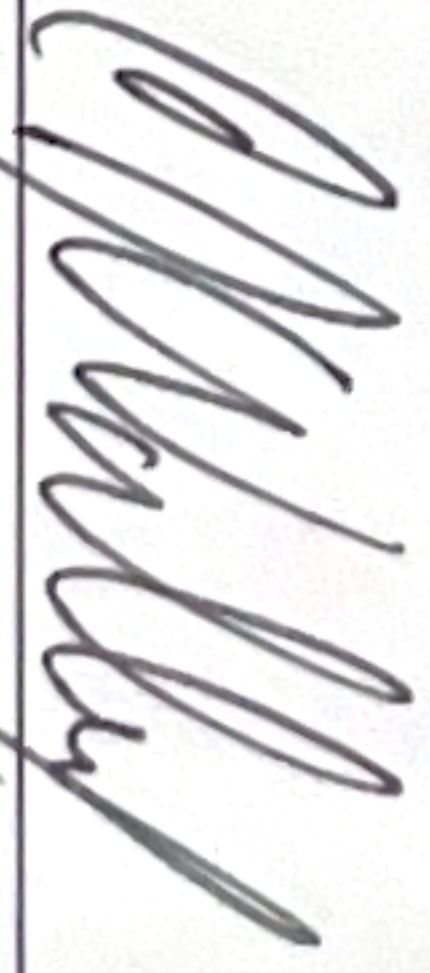
City of Sandy Point  
Interlocal Agreement Project Request Summary FY-26

**DO NOT ALTER THIS FORM OR ADD ADDITIONAL LINES**

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects and/or Ditch Digging ONLY)	FOR OFFICE USE ONLY
1 County Rd 53	From 521 to City Limits	4,000	21	Asphalt Over lay	
2					
3					
4					

Note: Must have Mayoral approval

Return to: County Engineer's Office  
[Engineer-interlocals@brazoriacountytx.gov](mailto:Engineer-interlocals@brazoriacountytx.gov)

  
Approved By: Mayor

Date 11/19/2025



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.19.**

**4/28/2026**

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

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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.

Town of Holiday Lakes

Culvert Set - 215 Creekside Drive

Village of Jones Creek

Culvert Set - 6610 Spencer

**Tricia Simmons**

**From:** San Juanita Segovia <clerk@holidaylakestexas.com>  
**Sent:** Monday, April 13, 2026 2:12 PM  
**To:** Tricia Simmons  
**Subject:** [EXTERNAL] Culverts

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon,

We have four culverts to be needed to be set at the following address:

215 Creekside Dr.

Was explained that it should mark where to set have them set at.

Thank you,  
*San Juanita Segovia*  
Utility / Permit Clerk  
Town of Holiday Lakes  
195 N. Texas Ave  
Holiday Lakes, Tx 77515  
979-849-1136  
clerk@holidaylakestexas.com  
sanjuanita.holidaylakestx@gmail.com

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

*w/4*

AGREED \_\_\_\_\_  
 \_\_\_\_\_  
 Brazoria County Engineer  
 Date Approved 4-28-26 Date Completed \_\_\_\_\_  
 WO# \_\_\_\_\_  
 COMMENTS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



IB26-JC  
(JONES CREEK)  
City ID Code 259

Village of Jones Creek  
7207 Stephen F Austin Rd.  
Jones Creek, TX 77541  
979-233-2700

[utilities@jonescreektx.gov](mailto:utilities@jonescreektx.gov)

---

Brazoria County Request Form

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Inspection Type: Placement of culverts

Request Date: 04/14/2026

Jones Creek Permit#

Permit # 2026-029

City Contact Information

Lauren Grayson - City Secretary

Tiffany Lewis - Utilities

Inspection Address

Henry Schuble 6610 Spncer  
Jones Creek, TX 77541  
Phone# 979-418-5005

**COMMENTS:**

Home Owner's name is Oscar Agunes, has had 4 pieces 4 foot x 15 inch diameter culvert delivered, location staked off and is ready set. Culvert placement location to be set at the maked location.

If home owner cannot be reached about questions or concerns regarding this request, please contact City Hall at the phone number above.

Thank you,

*Tiffany Lewis*

Village of Jones Creek Permit Department

AGREED \_\_\_\_\_ *g/4*  
Brazoria County Engineer  
Date Approved 4-28-26 Date Completed \_\_\_\_\_  
WO# \_\_\_\_\_  
COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.20.**

**4/28/2026**

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Developers Agreement County Road 81

---

Ratify the attached Developers Agreement between Brazoria County and Arcosa Stabilized Materials, LLC ("Arcosa"), for the reconstruction of County Road 81 also known as Bullard Road between County Road 48 and County Road 383.

Whereas, this project will enhance mobility and safety in the County.

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

DEVELOPERS AGREEMENT  
FOR CONTRIBUTIONS TO  
TRANSPORTATION IMPROVEMENTS PROJECT

This Agreement is made by and between the **County of Brazoria, Texas**, a political subdivision of the State of Texas (the “County”), and **Arcosa Stabilized Materials, LLC** (“Arcosa”) a limited liability company, authorized to do business in Texas, pursuant to Commissioners Court Order No. \_\_\_\_\_ dated \_\_\_\_\_, 2026 (the “Agreement”). The County and the Arcosa may hereinafter collectively be referred to as the Parties

**RECITALS**

WHEREAS, County Road 81, also known as Bullard Road (the “Road”), is a public road partially located within the city limits of the Iowa Colony (“City”);

WHEREAS, the Road is also partially located in the unincorporated limits of Brazoria County and is a County maintained road;

WHEREAS, a portion of the Road has deteriorated over time and is in need of complete reconstruction;

WHEREAS, by way of this Agreement, Brazoria County and Arcosa wish to formalize their agreement to reconstruct the Road pursuant to County standards.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Arcosa, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County and Arcosa hereby agree to jointly participate in the reconstruction of a portion of County Road 81 also known as Bullard Road in accordance with the terms and conditions set forth herein:

**AGREEMENT**

The Parties’ obligations hereunder are as follows:

Project:

Reconstruct County Road 81, also known as Bullard Road, between County Road 48, also known as Iowa Colony Boulevard, and CR 383, also known as Karsten Road, (approximately 5200 feet) (hereinafter the “Project”) (Exhibit “A”).



County's Obligations:

1. Reconstruct County Road 81 also known as Bullard Road between County Road 48, also known as Iowa Colony Boulevard, and CR 383, also known as Karsten Road, (approximately 5200 feet) to County Road Standards.
2. Invoice Arcosa \$135,000 upon signing this Agreement and then the remaining balance of \$136,478 after the work is completed.

Arcosa's Obligations:

1. Pay 100% of the estimated material costs for County to construct the Project.
2. Upon signing this Agreement, pay the County \$135,000.00, representing approximately half of the Project's estimated material costs of \$271,478.00.
3. After Project completion, pay the County the remaining balance of \$136,478 within 30 days of receiving the invoice.

**GENERAL PROVISIONS**

Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

Amendments. Any amendment to the Agreement must be writing and signed by the authorized representatives of all Parties.

Assignment. Neither party may assign its rights and obligations under the Agreement either in whole or in part.

No Third-Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the Parties hereto any rights, benefits or remedies under or by reason of this Agreement.

No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the Parties hereto.

Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in Brazoria County, Texas

Venue. Venue for any suit arising under this Agreement shall be Brazoria County, Texas.

Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.

Effective Date. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of both Parties.

*IDS*

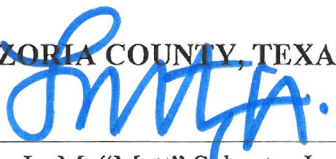
Warranty. By execution of this Agreement, the County and the Arcosa warrant that the duties accorded herein are within their respective powers and authority.

County and Arcosa desire to cause to have constructed the Project on behalf of the County and Arcosa.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

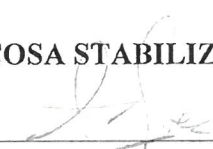
**BRAZORIA COUNTY, TEXAS**

By: \_\_\_\_\_

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

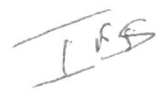
**ARCOSA STABILIZED MATERIALS, LLC**

By: \_\_\_\_\_

  
Type Name: Ivan Stou  
Title: President

Dated: \_\_\_\_\_

Dated: 4/16/2026





# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.21.**

**4/28/2026**

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Department of State Health Services (DSHS) Cities Readiness Initiative (CRI) Contract No. HHS001439300008 Amendment No. 5

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The Court approves the Department of State Health Services (DSHS) Contract No. HHS001439300008, Amendment No. 5 for the Cities Readiness Initiative (CRI) program under Public Health Emergency Preparedness (PHEP) to extend the term, add funding and update the Statement of Work.

The Court authorizes the County Judge to sign all documents related to this amendment, including e-signature.

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001439300008  
AMENDMENT NO. 5**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“DSHS” or “System Agency”) and **BRAZORIA COUNTY HEALTH DEPARTMENT** (“Grantee”), each a “Party” and collectively the “Parties” to that certain Cities Readiness Initiative (“CRI”) grant contract effective July 1, 2024, and denominated DSHS Contract No. HHS001439300008 (the “Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, DSHS desires to exercise the second one-year extension under the Contract;

**WHEREAS**, the Parties desire to add funding to the Contract for services being provided in FY2027;

**WHEREAS**, the Parties desire to update the Indirect Cost Rate under the Contract;

**WHEREAS**, the Parties desire to update the Statement of Work and Reporting Requirements by including the requirements for FY2027; and

**WHEREAS**, the Parties desire to incorporate additional requirements for compliance with applicable law and DSHS policy.

**NOW, THEREFORE**, the Parties amend the Contract as follows:

- 1. SECTION III, DURATION**, of the Contract is amended to reflect a revised termination date of **June 30, 2027**.
- 2. SECTION IV, STATEMENT OF WORK**, of the Contract is amended to add the following language:

The Scope of Grant Project to which Grantee is bound comprises the following:

- i. **ATTACHMENT A.1: PROJECT FY2025 STATEMENT OF WORK**
- ii. **ATTACHMENT A.4: REVISED PROJECT FY2026 STATEMENT OF WORK**
- iii. **ATTACHMENT A.5: FY2027 STATEMENT OF WORK**

Fiscal Year (“FY”) means the period beginning July 1 and ending June 30 of the following year.

- 3. SECTION V, BUDGET AND INDIRECT COST RATE**, of the Contract is revised and restated as follows:

A. The total amount of this Grant Agreement will not exceed **TWO HUNDRED NINETY-ONE THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS (\$291,788.00)**, which includes the following:

1. For FY2025, the DSHS share of \$107,960.00 and Grantee’s required match amount \$10,796.00;

2. For FY2026, the DSHS share of \$78,651.00 and Grantee’s required match amount of \$7,865.00; and
3. For FY2027, the DSHS share of \$78,651.00 and Grantee’s required match amount of \$7,865.00.

B. The total not-to-exceed amount includes the following:

Total Federal Funds:	\$265,262.00
Total State Funds:	\$0.00

C. All expenditures under the Grant Agreement must be expended within the allocated FY and in accordance with **ATTACHMENT B.2, REVISED BUDGET**.

D. **Indirect Cost Rate:** The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B.2, REVISED BUDGET**, and the ICR Agreement Letter is attached to this Contract and incorporated as **ATTACHMENT I.2**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

4. **SECTION VI, NOTICE TO PROCEED**, of the Contract is revised and restated as follows:

Funding under this Grant Agreement is dependent on the award of the applicable federal grant funds. No work may begin, and no charges may be incurred by Grantee until DSHS issues a written Notice to Proceed (“NTP”) to Grantee for each FY. Although the NTP may issue a budget amount less than the total not to exceed amount of the Grant Agreement, the NTP must not effectuate a total budget of the Grant Agreement that results in a total not to exceed Grant Agreement amount that exceeds the amount specified in **Section V (Budget and Indirect Cost Rate)** of the Grant Agreement. Such changes to total not to exceed amount specified in the Grant Agreement must be effectuated by amendment.

Any expenditures made beyond the dollar amounts specified in the NTP(s) will be at Grantee’s sole risk. Notwithstanding the preceding, at DSHS’s discretion, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR § 200.309.

5. **SECTION VII, REPORTING REQUIREMENTS** of the Contract is amended to add the following:

For FY2027, Grantee shall submit the reports identified in the table below by the due dates specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this Grant Agreement to comply with modifications made to the federal grant award.

<b>Report</b>	<b>Frequency</b>	<b>Due Date*</b>
Financial Status Report	Biannually	For period July 1, 2026-December 31, 2026: January 30, 2027  For period January 1, 2027-June 30, 2027: July 30, 2027
Invoices/Requests for Reimbursement	Monthly	August 31, 2026 September 30, 2026 October 30, 2026 November 30, 2026 December 31, 2026 January 29, 2027 February 26, 2027 March 31, 2027 April 30, 2027 May 28, 2027 June 30, 2027 July 30, 2027
Grantee's Property Inventory Report	One Time	October 15, 2026
Capacity Indicators	One Time	July 31, 2026
Jurisdictional Risk Assessment	One Time	January 15, 2027
Multi-Year Integrated Preparedness Plan	One Time	May 1, 2027
Documentation for Exercise	After completion of each exercise	Within 90 days of the exercise completion or June 30, 2027, whichever is earlier.

\* If the Due Date is on a weekend or State holiday the indicated report is due the next business day.

6. **ATTACHMENT A.5, FY2027 STATEMENT OF WORK**, is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
7. **ATTACHMENT B.1, REVISED BUDGET**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B.2, REVISED BUDGET**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.
8. **ATTACHMENT C.2, HHS CONTRACT AFFIRMATIONS V. 2.7**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT C.3, HHS CONTRACT AFFIRMATIONS V. 2.8, EFFECTIVE DECEMBER 2025**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.

- 9. ATTACHMENT H.1, FFATA CERTIFICATION FORM, of the Contract is deleted in its entirety and replaced with ATTACHMENT H.2, FFATA CERTIFICATION FORM, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes.**
- 10. ATTACHMENT I.2, INDIRECT COST RATE AGREEMENT LETTER, is attached to this Amendment and incorporated into and made part of the Contract for all purposes.**
- 11. This Amendment is effective immediately upon execution by the last Party to sign below. Operations and funding for FY2027 begin on July 1, 2026. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless modified by written agreement of the Parties.**
- 12. Except as modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in effect.**
- 13. Any further revisions to the Contract shall be by written agreement of the Parties.**
- 14. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.**

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 5  
DSHS CONTRACT NO. HHS001439300008**

**DEPARTMENT OF STATE HEALTH SERVICES**

**BRAZORIA COUNTY HEALTH DEPARTMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: County Judge

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**ATTACHMENT A.5  
FY2027 STATEMENT OF WORK**

**July 1, 2026 through June 30, 2027**

**I. GRANTEE RESPONSIBILITIES**

- A.** Grantee shall deliver services funded by the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) to advance public health preparedness for the Cities Readiness Initiative (“CRI”).
- B.** Grantee shall perform the activities required under this Grant Agreement in the following county(ies): Brazoria; the county(ies) make(s) up the Grantee’s geographical jurisdiction.
- C.** Grantee shall provide DSHS with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Grantee shall address the following public health emergency preparedness capabilities:
  - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short and long term;
  - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations;
  - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”);
  - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel;
  - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue;
  - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of

**ATTACHMENT A.5**  
**FY2027 STATEMENT OF WORK**

**July 1, 2026 through June 30, 2027**

information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance;

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves;
8. Capability 8 – Medical countermeasure dispensation and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins;
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident;
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments;
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation, quarantine, restrictions on movement and travel advisories or warnings, social distancing, external decontamination, hygiene, and precautionary protective behaviors;
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods that may be used to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and

**ATTACHMENT A.5  
FY2027 STATEMENT OF WORK**

**July 1, 2026 through June 30, 2027**

active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies;

13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance;
  14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment; and
  15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.
- E.** Grantee shall coordinate with DSHS to develop a preparedness activity plan for the Grantee's geographical jurisdiction. Grantee shall utilize the CDC's Public Health Response Readiness Framework (currently available at: <https://www.cdc.gov/readiness/php/cr/index.html>, which defines excellence in response operations) and ensure those CDC priority areas are addressed throughout the deliverables:
1. Prioritize a risk-based approach to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics;
  2. Enhance partnerships (federal and nongovernmental organizations) to effectively support community preparedness efforts;
  3. Expand local support to improve jurisdictional readiness to effectively manage public health emergencies;
  4. Improve administrative and budget preparedness systems to ensure timely access to resources for supporting jurisdictional responses;
  5. Build workforce capacity to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health;
  6. Modernize data collection and systems to improve situational awareness and information sharing with healthcare systems and other partners;
  7. Strengthen risk communications activities to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation;
  8. Incorporate practices to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers;
  9. Advance capacity and capability of public health laboratories to characterize

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emerging public health threats through testing and surveillance; and

10. Prioritize community recovery efforts to support health department reconstitution and incorporate lessons learned from public health emergency responses.
- F.** Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in the budget under the Grant Agreement.
- G.** The non-federal contributions (“Match”) may be provided directly or through donations from public or private entities and may be cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (CFR) 74.23 and 45 CFR 92.24, as amended.

“Cash match” is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. “In-kind match” is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Grant Agreement’s project and that are contributed by non-federal third parties without charge to the Grantee. The Match must:

1. Be an allowable cost under the applicable federal cost principle;
  2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
  3. Be verifiable within the Grantee’s (or subgrantee’s) records;
  4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
  5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
  6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
  7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Grant Agreement;
  8. Be adequately documented;
  9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
  10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.
- H.** In the event of a public health emergency involving a portion of the state, Grantee shall mobilize and dispatch staff or equipment purchased with funds from previous PHEP

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cooperative agreements that are not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from DSHS.

- I.** Grantee shall coordinate activities and response plans within its geographical jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, and Councils of Government.
- J.** Grantee shall inform DSHS in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of DSHS's notification of an amended standard(s) or guideline(s). In such event, DSHS may terminate this Grant Agreement immediately or within a reasonable period of time as determined by DSHS.
- K.** Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.
- L.** Grantee shall complete and submit programmatic reports as directed by DSHS in a format specified by DSHS and as needed to satisfy information-sharing requirements set forth in Sections 421.071 and 421.072(b)-(c) of the Texas Government Code, as amended. Grantee shall provide DSHS other reports, including financial reports, that DSHS determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.
- M.** Grantee shall conduct all exercises and training in accordance with Homeland Security Exercise Evaluation Program ("HSEEP") guidance and have plans, processes, and training in place to meet NIMS compliance requirements.
- N.** Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.
- O.** Grantee shall comply with all state and DSHS guidance and standards, including the Texas Grant Management Standards (currently available at: <https://comptroller.texas.gov/purchasing/grant-management/>).
- P.** At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement will revert to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
- Q.** Grantee shall fill any vacant positions within ninety (90) calendar days. Grantee shall report all position vacancies to their assigned DSHS Contract Representative each month until all positions are filled. DSHS may reduce Grantee's budget if Grantee has vacant positions existing for more than ninety (90) consecutive calendar days.

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- R.** Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Chapter 418 of the Texas Government Code;
  2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
  3. Public Law 109-417 Pandemic and All-Hazards Preparedness Act (“PAHPA”);
  4. Chapter 81 of the Texas Health and Safety Code;
  5. Section 319 C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended; and
  6. 2 CFR Part 200.
- S.** Grantee shall comply with all requirements related to the cost reimbursement budget, purchases made with grant funds, and uses of grant funds under this Grant Agreement, which include the following:
1. Grantee’s approved cost reimbursement budget must document all approved and allowable expenditures;
  2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the DSHS Contract Representative, in writing, and request approval prior to utilizing the funds. DSHS shall provide written notification whether the requested expense is approved or denied;
  3. For any transfer between budget categories, Grantee shall submit a revised Categorical Budget using the Budget Template to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance, rejection, or the need for a Contract Amendment to the Grantee by email.
  4. For transfer of funds between direct budget categories, other than the ‘Equipment’ and ‘Indirect Cost’ categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If a budget revision for less than or equal to the cumulative twenty-five (25) percent is approved for transfer of funds between direct budget categories, DSHS Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the funds can be utilized by the Grantee.
  5. For transfer of funds between direct budget categories, other than the ‘Equipment’ and ‘Indirect Cost’ categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget

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revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.

6. Any transfer between budget categories that includes 'Equipment' and/or 'Indirect Cost' categories must be approved by amendment to the Contract. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
7. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to [FSOequip@dshs.texas.gov](mailto:FSOequip@dshs.texas.gov), with a copy to the assigned DSHS Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$10,000: desktop and laptop computers (including notebooks, tablets, and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies;
8. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible;
9. Grantee may not use funds made available under this Grant Agreement to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides;
10. Grantee shall initiate the purchase of all equipment approved in writing by DSHS, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned DSHS Contract Representative; and
11. Grantee shall not use DSHS funds to lease buildings or real property without prior written approval from DSHS. Further, Grantee shall not use DSHS funds for the purchase of buildings or real property under any circumstance.

**T.** DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls by Grantee.

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- U. DSHS will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total FY amount, Grantee's budget may be subject to a decrease for the remainder of the FY.

**II. REPORTING REQUIREMENTS**

- A. Grantee shall submit all reporting requirements in accordance with the deadlines set forth in **Section VII, Reporting Requirements**, of the Grant Agreement.
- B. Grantee shall prepare and electronically submit a current Multi-Year Integrated Preparedness Plan ("MYIPP") each FY, which must include at least five (5) years of progressive exercise, planning and training, via email to [PHEP@dshs.texas.gov](mailto:PHEP@dshs.texas.gov) with a copy to the DSHS Contract Representative identified in **Section VIII, Contract Representatives**, of the Grant Agreement. For FY2027, Grantee must submit the MYIPP to System Agency by **May 1, 2027**. The MYIPP must be based on the results of the Grantee's training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
1. Summary of the MYIPP Workshop;
  2. The proposed location, month(s), and year(s) of future exercise(s);
  3. The type(s) of future exercise(s) that will take place; and
  4. The partnering entities.

MYIPP must include at least one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). Data elements listed in CDC's Supplemental Guidance must also be provided to DSHS. This requirement must be reviewed and approved by System Agency to receive credit.

- C. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each FY via Qualtrics. For FY2027, Grantee must submit the Capacity Indicators Form to System Agency by **July 31, 2026**. System Agency will provide a template to Grantee, which will identify the information that Grantee must provide in its Capacity Indicators Survey. This requirement must be reviewed and approved by System Agency to receive credit.
- D. Grantee shall prepare and electronically submit a Jurisdictional Risk Assessment (JRA) to [PHEP@dshs.texas.gov](mailto:PHEP@dshs.texas.gov) with a copy to the DSHS Contract Representative identified in **Section VIII, Contract Representatives**, of the Grant Agreement. For FY2027, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **January 15, 2027**. Previously completed JRAs can be submitted if they are not more than five (5) years old. The next JRA will be due within the next five (5) years from the submitted JRA date. The JRA must include:

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1. Disproportionately impacted populations or access and functional needs populations and any additional information provided by CDC’s Supplemental Guidance.
  2. Data elements listed in CDC’s Supplemental Guidance must be provided to DSHS.
- E.** Grantee shall conduct, at minimum, one exercise following CDC’s guidance during FY2027. Exercises are listed on pages 55 to 58 of the PHEP Cooperative Agreement Notice of Funding Opportunity (CDC-FRA-TU24-0137), a document made available to Grantee via <https://txhhs.sharepoint.com/sites/heprs/SitePages/Home.aspx?e=1%3A97c81b4f3f5549f7a56520915cbf8cc3>. Grantee shall conduct exercises in accordance with CDC and DSHS requirements, including all supplemental guidance, and submit documentation to DSHS. Data elements listed in CDC’s Supplemental Guidance must be provided to [PHEP@dshs.texas.gov](mailto:PHEP@dshs.texas.gov) with a copy to the DSHS Contract Representative identified in **Section VIII, Contract Representatives**, of the Grant Agreement.
- F.** Grantee shall submit a Financial Status Report (FSR) twice per Federal Fiscal Year (“FFY”) (July 1 through June 30 of the following year). Grantee shall electronically submit FSRs to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov) with a copy to the DSHS Contract Representative.

At DSHS’ direction, Grantee shall submit the reports by mail or fax and send the required information to one of the following:

1. For submission by mail, use address below:  
 Department of State Health Services  
 Claims Processing Unit  
 P.O. Box 149347, MC 1940  
 Austin, TX 78714-9347
2. For submission by fax, use number below:  
 (512) 458-7442

- G.** Grantee shall immediately notify DSHS in writing if Grantee is legally prohibited from providing any report required under this Grant Agreement.

**III. INVOICE AND PAYMENT**

- A.** Grantee shall request monthly payments following the month in which expenses were incurred and use the State of Texas Purchase Voucher (Form B-13 and Form B-13A), currently available at <https://www.dshs.texas.gov/contractor-forms>. Grantee’s final invoice is due thirty (30) calendar days following the expiration or termination date of the Grant Agreement.

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**July 1, 2026 through June 30, 2027**

- B.** Grantee shall electronically submit requests for reimbursements by electronic mail to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), with a copy to the DSHS Contract Representative. Invoice approval and payment by DSHS is contingent upon receipt of adequate and acceptable supporting documentation timely.
- C.** At a minimum, every invoice must include:
1. Grantee name, address, email address, vendor identification number, and telephone number;
  2. DSHS Contract and Purchase Order number;
  3. Identification of service(s) provided, including line-item budget justifications;
  4. The total invoice amount; and
  5. Any additional supporting documentation that is required by this Statement of Work or as requested by DSHS.
- D.** DSHS will reimburse Grantee on a cost reimbursement basis and in accordance with the corresponding budget period under this Grant Agreement. DSHS will reimburse Grantee only for allowable and reported expenses incurred within the FY.

## ATTACHMENT B.2 REVISED BUDGET

BUDGET CATEGORIES	DSHS FUNDING FOR FY2025 (July 1, 2024 – June 30, 2025)	DSHS FUNDING FOR FY2026 (July 1, 2025 – June 30, 2026)	DSHS FUNDING FOR FY2027 (July 1, 2026 – June 30, 2027)	TOTAL DSHS FUNDING
Personnel	\$33,922.00	\$35,664.00	\$36,734.00	\$106,320.00
Fringe Benefits	\$18,657.00	\$19,615.00	\$16,287.00	\$54,559.00
Travel	\$2,186.00	\$2,210.00	\$2,380.00	\$6,776.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$17,500.00	\$13,512.00	\$21,500.00	\$52,512.00
Contractual	\$28,000.00	\$0.00	\$0.00	\$28,000.00
Other	\$7,695.00	\$7,650.00	\$1,750.00	\$17,095.00
<b>Sum of DSHS Direct Costs</b>	<b>\$107,960.00</b>	<b>\$78,651.00</b>	<b>\$78,651.00</b>	<b>\$265,262.00</b>
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sum of DSHS Direct Costs and Indirect Costs</b>	<b>\$107,960.00</b>	<b>\$78,651.00</b>	<b>\$78,651.00</b>	<b>\$265,262.00</b>
Plus Required Match (Cash or In-Kind)	\$10,796.00	\$7,865.00	\$7,865.00	\$26,526.00
<b>Total Contract Amount</b>	<b>\$118,756.00</b>	<b>\$86,516.00</b>	<b>\$86,516.00</b>	<b>\$291,788.00</b>

**FY is defined as the period of July 1 through June 30.**

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001439300008**

**Attachment  C.3 CONTRACT AFFIRMATIONS**

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

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

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

2. **Complete and Accurate Information**

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

3. **Public Information Act**

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

4. **Contracting Information Requirements**

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

**5. Assignment**

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

**6. Terms and Conditions**

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

**7. HHS Right to Use**

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

**8. Release from Liability**

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

**9. Dealings with Public Servants**

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

**10. Financial Participation Prohibited**

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

**11. Prior Disaster Relief Contract Violation**

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

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

**12. Child Support Obligation**

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

**13. Suspension and Debarment**

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

**14. Excluded Parties**

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

**15. Foreign Terrorist Organizations**

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

**16. Executive Head of a State Agency**

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

**17. Human Trafficking Prohibition**

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

**18. Franchise Tax Status**

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

**19. Debts and Delinquencies**

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

**20. Lobbying Prohibition**

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

**21. Buy Texas**

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

**22. Disaster Recovery Plan**

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

**23. Computer Equipment Recycling Program**

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

**24. Television Equipment Recycling Program**

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

**25. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

**26. Restricted Employment for Certain State Personnel**

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

**27. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor’s provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency’s decision.

**28. Fraud, Waste, and Abuse**

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

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

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

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

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

**29. Antitrust**

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

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**30. Legal and Regulatory Actions**

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

**31. No Felony Criminal Convictions**

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

**32. Unfair Business Practices**

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

**33. Entities that Boycott Israel**

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

**34. E-Verify**

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

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

**35. Former Agency Employees – Certain Contracts**

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

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

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

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

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

**37. Abortion Funding Limitation**

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

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

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

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

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

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

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

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

**41. COVID-19 Vaccine Passports**

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

**42. Entities that Boycott Energy Companies**

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**43. Entities that Discriminate Against Firearm and Ammunition Industries**

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

**44. Security Controls for State Agency Data**

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

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

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

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

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

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

**48. Critical Infrastructure Subcontracts**

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

**49. Enforcement of Certain Federal Firearms Laws Prohibited**

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

**50. Prohibition on Abortions**

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

**51. Hardening of State Government**

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

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or

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

**52. Artificial Intelligence Disclosure.**

Contractor certifies that it has disclosed in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. “Artificial intelligence system” means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor promises not to use an artificial intelligence system to perform the Contract without the prior written consent of System Agency.

**53. Surveillance, Intimidation, and Related Acts.**

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

- (1) a member of the state legislature or person employed to support the state legislature in any capacity;
- (2) a family member of a person described by (1);
- (3) a state agency employee; or
- (4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.

**54. False Representation**

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

**55. False Statements**

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

**56. Permits and License**

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

**57. Equal Employment Opportunity**

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

**58. Federal Occupational Safety and Health Law**

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

**59. Signature Authority**

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

**Signature Page Follows**

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

Brazoria County

---

**Legal Name of Contractor**

Brazoria County Health Department

---

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

N/A

---

**Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)**

**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

---

**Signature of Authorized Representative**

L.M. "Matt" Sebesta, Jr.

---

**Date Signed**

County Judge

---

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

237 E. Locust

---

**Title of Authorized Representative**

Angleton, TX 77515

---

**Physical Street Address**

Same

---

**City, State, Zip Code**

Same

---

**Mailing Address, if different**

979-864-1200

---

**City, State, Zip Code**

979-864-1239

---

**Phone Number**

MattS@brazoriacountytx.gov

---

**Fax Number**

040341430

---

**Email Address**

74-60000445

---

**DUNS Number**

17460000445

---

**Federal Employer Identification Number**

17460000445

---

**Texas Identification Number (TIN)**

17460000445

---

**Texas Franchise Tax Number**

N1GLHP8EWH9

---

**Texas Secretary of State Filing  
Number**

---

**SAM.gov Unique Entity Identifier (UEI)**



# Fiscal Federal Funding Accountability and Transparency Act (FFATA)

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

<b>Legal Name of Contractor:</b>  Brazoria County Health Department	<b>FFATA Contact: (Name, Email and Phone Number):</b>  Cathy Sbrusch cathys@brazoriacountytx.gov 979-864-1324
<b>Primary Address of Contractor:</b>  434 E. Mulberry Angleton, TX 77515	<b>Zip Code: 9-digits required <a href="http://www.usps.com">www.usps.com</a></b>  77515-4736
<b>Unique Entity ID (UEI): This number replaces the DUNS <a href="http://www.sam.gov">www.sam.gov</a></b>  N1GLHP8EWH9	<b>State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:</b>  17460000445024

<b>Printed Name of Authorized Representative:</b>  L.M. "Matt" Sebesta, Jr.	<b>Signature of Authorized Representative</b>
<b>Title of Authorized Representative</b>  County Judge	<b>Date Signed</b>

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes  No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

---

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

---

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes  No

**If your answer is "Yes" to this question, where can this information be accessed?**

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**Provide compensation information here:**



**Texas Identification Number (TIN):** 17460000445

**CONTACT NAME:** Kaysie Stewart

**GRANTEE:** Brazoria County

**ADDRESS:** 111 E Locust, TX 77515

The indirect cost rate(s) contained herein are for use on grants with Federal, State, or both governments to which 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or the State of Texas Uniform Grant Management Standards apply, subject to the limitations contained in the sections below.

**SECTION 1: HHS SYSTEMS ISSUED RATE(S)**

HHS System Issued Rate						
Rate Type	RATE PERIOD Start Date    End Date		Rate	Rate Base	Applicable To	Next Proposal Due
Fixed with Carry-forward	Oct 1, 2025	Sep 30, 2026	18.44%**	Salaries & Fringe	All Departments	Aug 31, 2026

\*\*If the indirect cost rate for the next fiscal year is not approved prior to the start of the next fiscal year use this rate as a billing rate until a new rate is established. This exception shall not exceed one year from the End Date shown above. ICR Proposals must be submitted within the above timelines to continue recovering indirect costs. Extensions to these dates must be approved by the Indirect Cost Rate Group for extenuating circumstances that may occur.

Rate Base Details
<b>Salaries and Fringe</b> means total direct salaries and fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and fringe should be summed and multiplied by the rate.

**SECTION 2: ACCOUNTING TREATMENT OF FRINGE BENEFITS COST**

Accounting Methods	
<b>Fringe Benefit Rate:</b>	N/A
<b>Fringe Benefits:</b>	Vacation, Holidays, Sick Leave, TCDRS Retirement, AUL - Alternate Retirement, Health Insurance, Medicare, Workers Compensation, 401 - H Retiree, Life Insurance, Unemployment Taxes
<b>Paid Absences:</b>	Paid absence such as Vacation, Holidays, Sick Leave, and other leave are part of the salaries. Separate claims are not filed for these costs.

### SECTION 3: Deadlines for Proposal Submissions

Your FY 2027 Fixed with Carry-forward ICR proposal with the FY 2025 carry-forward adjustment must be submitted via the [ICRG Landing Page](#) no later than August 31, 2026

Please provide your FY 2025 audit report\* along with the ICR Proposal Packet. Select the "Submit ICR Proposal" option to upload all required documents. The proposal packet must be submitted on the HHS Indirect Cost Rate Group approved ICR Proposal Packet templates. Select "Technical Assistance" to request copies of the approved templates.

\*Your audit should include a Schedule of Indirect Costs. The Schedule of Indirect Costs must show the incurred expenses versus the recovered expenses for the carry-forward calculation. Please see the enclosed example.

### SECTION 4: KEY GUIDELINES AND CONDITIONS

**A. LIMITATIONS:** Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the grantee were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles, (See 2 CFR 200, Subpart E); (2) Unallowable costs have been adjusted appropriately when allocating costs identified in the proposal; (3) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (4) that similar types of costs have been accorded consistent treatment; and (5) that the information provided by the grantee which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate; (6) that a restricted rate or limit to the indirect cost rate or amount is not required under the enabling statute or by the cognizant federal agency; (7) indirect costs may only be recovered to the extent direct costs were incurred; and (8) the rates cited in this Agreement may be subject to audit. Indirect cost elements and the type of distribution base used in computing the rates are subject to revision when a final rate is negotiated to settle the provisional rate or if unusual circumstances affect the negotiated predetermined rate. In such situations, the rate(s) may be subject to renegotiation at the discretion of the cognizant agency.

**B. CHANGES IMPACTING THE INDIRECT COST RATE PROPOSAL:** This agreement is based on the organizational structure and the accounting methodology purported by the grantee to be in effect during the Agreement period. Changes which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the cognizant organization. Failure to obtain approval may result in subsequent cost disallowance. To notify us of organizational changes which impact the indirect cost rate, please submit a Technical Assistance request at the Landing Page referenced in Section 3 of this agreement.

**C. NOTIFICATION TO FEDERAL AND STATE AGENCIES:** A copy of this document may be provided by the grantee to other Federal or State funding sources as a means of notifying them of the Agreement contained herein.

**D. APPLICATION OF INDIRECT COST RATE TO EXISTING GRANTS:** Indirect costs charged to a grant by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate cited herein.

**E. GOVERNMENT COMMISSIONS (REGIONAL PLANNING COMMISSIONS, COUNCILS OF GOVERNMENT, ETC):** Title 12 of Texas Local Government Code §391.0115(e) limits your organization’s indirect costs to 15% or less of your organization's total expenditures, not including capital expenditures, subcontracts, subawards, and pass-through expense.

**SECTION 5: RATE TYPE DEFINITIONS**

**A. Fixed Carry-forward and Adjustments:** A fixed carry-forward rate means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

**SECTION 6. ACCEPTANCE OF AGREEMENT**

GRANTEE

COGNIZANT AGENCY

Brazoria County

Texas Health and Human Services Commission

**Grantee Name**

**Agency Name**

Kaysie Stewart Title County Auditor

Ariana Torres, Federal Funds Deputy Director

**Name of Grantee Signature Authority**

**Name of Agency Signature Authority**



Digitally signed by Ariana Torres  
Date: 2026.02.18 19:53:48 -06'00'



Digitally signed by Ariana Torres  
Date: 2026.02.18 19:53:48 -06'00'

**Grantee Signature**

**Agency Signature**

### Certificate Of Completion

Envelope Id: BE1B8A95-F9AC-4810-A4BB-C99724EDC124  
 Subject: Please DocuSign HHS001439300008 Brazoria County Amendment 5 CPS-CRI  
 Source Envelope:  
 Document Pages: 35  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent  
  
 Envelope Originator:  
 CMS Internal Routing Mailbox  
 11493 Sunset Hills Road  
 #100  
 Reston, VA 20190  
 CMS.InternalRouting@dshs.texas.gov  
 IP Address: 167.137.1.8

### Record Tracking

Status: Original  
 3/30/2026 2:12:01 PM  
 Holder: CMS Internal Routing Mailbox  
 CMS.InternalRouting@dshs.texas.gov  
 Location: DocuSign

### Signer Events

Signature	Timestamp
L.M. "Matt" Sebesta, Jr. MattS@brazoriacountytx.gov Brazoria County Judge Security Level: Email, Account Authentication (None)	Sent: 3/30/2026 2:28:08 PM Viewed: 3/30/2026 4:32:13 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Michael Montgomery  
 Michael.Montgomery1@dshs.texas.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Patty Melchior  
 Patty.Melchior@dshs.texas.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

David Gruber  
 David.Gruber@dshs.texas.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Matthew Grout matthewg@brazoriacountytx.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/30/2026 2:28:06 PM Viewed: 3/30/2026 3:09:19 PM
Cathy Sbrusch, RN, BSN, CIC cathy@brazoriacountytx.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/30/2026 2:28:05 PM Viewed: 3/31/2026 8:14:10 AM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Fred L. Waterman Fred.Waterman@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/30/2026 2:28:06 PM
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Payment Events	Status	Timestamps
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## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.22.**

**4/28/2026**

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Department of State Health Services (DSHS) Public Health Emergency Preparedness (PHEP)  
Contract No. HHS001439500015 Amendment No. 5

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The Court approves the Department of State Health Services (DSHS) Contract No. HHS001439500015, Amendment No. 5 to renew the contract for FY 27 to perform activities in support of the Public Health Emergency Preparedness (PHEP) cooperative agreement from the Centers for Disease Control (CDC) in support of public health emergency preparedness.

The Court authorizes the County Judge to sign all documents related to this amendment, including e-signature.



The Honorable L. M. "Matt" Sebesta, Jr.  
Brazoria County Judge  
Brazoria County Health Department  
434 East Mulberry  
Angleton, Texas 77515

Subject: Public Health Emergency Preparedness Contract  
DSHS Contract Number: HHS001439500015  
Contract Amendment No.: 5  
Contract Amount: \$726,462.00  
Contract Term: July 1, 2024, through June 30, 2027

Dear Judge Sebesta:

Enclosed is the Public Health Emergency Preparedness grant agreement renewal Amendment No. 5 between the Department of State Health Services and Brazoria County Health Department ("Grantee").

The purpose of this amendment is to renew the contract for FY2027, to perform activities in support of the Public Health Emergency Preparedness ("PHEP") Cooperative Agreement from the Centers for Disease Control and Prevention ("CDC") in support of public health emergency preparedness.

Please let me know if you have any questions or need additional information.

Sincerely,

Fred L. Waterman, CTCM  
Contract Manager  
512-776-6585  
[Fred.Waterman@dshs.texas.gov](mailto:Fred.Waterman@dshs.texas.gov)

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001439500015  
AMENDMENT NO. 5**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency” or “DSHS”) and **BRAZORIA COUNTY HEALTH DEPARTMENT** (“Grantee”), who are collectively referred to as the "Parties" to that certain Public Health Emergency Preparedness (“PHEP”) grant agreement, effective July 1, 2024, and denominated DSHS Contract No. HHS001439500015 (“Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to extend the term of the Contract to exercise the second of four (4) available one-year extension options under the Contract;

**WHEREAS**, the Parties desire to add funds to the Contract associated with the FY2027 extension period;

**WHEREAS**, the Parties desire to update the Indirect Cost Rate Agreement Letter; and

**WHEREAS**, the Parties desire to revise certain terms for compliance with applicable law and DSHS policy;

**NOW, THEREFORE**, the Parties hereby amend the Contract as follows:

1. **SECTION III** of the Contract, **DURATION**, is amended to reflect a revised termination date of **June 30, 2027**.
2. **SECTION V** of the Contract, **BUDGET AND INDIRECT COST RATE**, is amended to increase funding for FY2027 in the amount of \$242,154.00. The total amount of this Grant Agreement will not exceed **\$726,462.00**. This includes the System Agency share of \$660,420.00 and Grantee’s required match amount of \$66,042.00.

The total not-to-exceed amount includes the following:

Total Federal Funds: \$660,420.00  
Total State Funds: \$0.00

Funds will be allocated for each Project Fiscal Year (“FY”), which means the period beginning July 1 and ending June 30 each year, under this Grant Agreement. All expenditures under the Grant Agreement must be within the identified FY, and in accordance with **ATTACHMENT B.4, REVISED BUDGET**.

Indirect Cost Rate: The Grantee’s acknowledged or approved Indirect Cost Rate (ICR) is contained within **ATTACHMENT B.4, REVISED BUDGET**, and the ICR Agreement Letter is

attached to this Grant Agreement and incorporated as **ATTACHMENT I.2, ICR AGREEMENT LETTER**. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

**Indirect Cost Rate:** If an indirect cost rate letter is required but has not been issued by System Agency at the time of Grant Agreement Execution, the Parties agree to amend the Grant Agreement to include the indirect cost rate letter and make any necessary corresponding amendments to the budget after the letter is issued. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

3. **SECTION VI** of the Contract, **NOTICE TO PROCEED**, is hereby deleted in its entirety and replaced with the following:

Funding for this Grant Agreement is available each FY, which is the period of July 1, through June 30, for the contract term in Section III, Duration, and is dependent on the award of the applicable federal grant. No work may begin, and no charges may be incurred until DSHS issues a written Notice to Proceed (“NTP”) to Grantee for each FY. Although the NTP may issue a budget amount less than the total not to exceed amount of the Grant Agreement, the NTP must not effectuate a total budget of the Grant Agreement that results in a total not to exceed Grant Agreement amount that exceeds the amount specified in **Section V, Budget and Indirect Cost Rate**, of the Grant Agreement. Such changes to total not to exceed amount specified in the Grant Agreement must be effectuated by amendment. Any expenditures made beyond the dollar amounts specified in the NTP(s) will be at Grantee’s sole risk. Notwithstanding the preceding, at DSHS’s discretion, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR § 200.309.

4. **SECTION VII** of the Contract, **REPORTING REQUIREMENTS**, is hereby supplemented with the addition of the following:

Grantee shall submit the reports for FY2027, as identified in the table below, and as outlined in **ATTACHMENT A.5, FY2027 STATEMENT OF WORK**, by the due dates and submission methods specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this Grant Agreement to comply with modifications made to the federal grant award.

Report	Frequency	Project FY2027 Due Date(s)	DSHS Email or System to Submit Report
Financial Status Report - Biannual  (See <b>SECTION I(U)(10)</b> of <b>ATTACHMENT A.5, FY 2027 STATEMENT OF WORK</b> )	FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of	January 31, 2027 July 30, 2027	<a href="mailto:invoices@dshs.texas.gov">invoices@dshs.texas.gov</a> ; <a href="mailto:fsrgrants@dshs.texas.gov">fsrgrants@dshs.texas.gov</a> ; copy to the System Agency representative identified in <b>SECTION VIII, CONTRACT REPRESENTATIVES</b> , of the Grant Agreement

	the month, thirty (30) calendar days after the Contract end date and following the second FSR period.		
<p><b>Invoices/Requests for Reimbursement</b></p> <p>(See SECTION III(A) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)</p>	The last business day of the month following the month in which expenses were incurred AND thirty (30) calendar days following the expiration date of the Grant Agreement.	<p>August 31, 2026</p> <p>September 30, 2026</p> <p>October 30, 2026</p> <p>November 30, 2026</p> <p>December 31, 2026</p> <p>January 29, 2027</p> <p>February 26, 2027</p> <p>March 31, 2027</p> <p>April 30, 2027</p> <p>May 31, 2027</p> <p>June 30, 2027</p> <p>July 30, 2027</p>	<p><a href="mailto:invoices@dshs.texas.gov">invoices@dshs.texas.gov</a>;</p> <p><a href="mailto:CMSinvoices@dshs.texas.gov">CMSinvoices@dshs.texas.gov</a>;</p> <p>copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement</p>
<p><b>Property Inventory Report (Form GC-11)</b></p> <p>(See SECTION I(T)(3) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)</p>	Once per FY	October 15, 2026	<p><a href="mailto:FSOequip@dshs.texas.gov">FSOequip@dshs.texas.gov</a>;</p> <p>copy to the System Agency representative identified in SECTION VIII, CONTRACT REPRESENTATIVES, of the Grant Agreement</p>
<p><b>Initial Work Plan</b></p> <p>(See SECTION I(U)(1) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)</p>	Once per FY	July 31, 2026	Qualtrics System
<p><b>Jurisdictional Risk Assessment (JRA)</b></p> <p>(See SECTION I(U)(2) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)</p>	Once per FY	June 15, 2027	Qualtrics System
<p><b>Capacity Indicators</b></p> <p>(See Section I(U)(3) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)</p>	Once per FY	July 31, 2026	Qualtrics System
<p><b>Multi-Year Integrated Preparedness Plan (“MYIPP”)</b></p> <p>(See SECTION I(U)(4) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)</p>	Once per FY	May 1, 2027	Qualtrics System
<p><b>After-Action Review/Improvement Plan (“AAR/IP”)</b></p>	Once per FY	No later than 120 days after the exercise or thirty (30) days	Qualtrics System

(See SECTION I(U)(5) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)		following the Contract expiration (6/30/2027).	
<b>Programmatic Mid-Year Performance Report</b>  (See SECTION I(U)(6) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)	Once per FY	January 31, 2027	Qualtrics System
<b>Programmatic End-of-Year Performance Report</b>  (See SECTION I(U)(7) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)	Once per FY	July 30, 2027	Qualtrics System
<b>Jurisdictional Evaluation Tool (JET) – Only for Regions 2/3 &amp; 4/5N</b>  (See Section I(U)(8) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)	Once per FY	June 30, 2027	Qualtrics System
<b>Capacity Indicators Survey</b>  (See SECTION I(U)(9) of ATTACHMENT A.5, FY2027 STATEMENT OF WORK)	Once per FY	July 31, 2026	Qualtrics System

5. The Contract is amended to add **ATTACHMENT A.5, FY2027 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract for all purposes.
6. **ATTACHMENT B.3** of the Contract, **REVISED BUDGET (NOV. 2025)**, is hereby deleted in its entirety and replaced with **ATTACHMENT B.4, REVISED BUDGET**, which is attached to this Amendment and incorporated into the Contract for all purposes.
7. **ATTACHMENT C.1** of the Contract, **HHS CONTRACT AFFIRMATIONS, VERSION 2.5, EFFECTIVE NOVEMBER 2024**, is hereby deleted in its entirety and replaced with **ATTACHMENT C.2, HHS CONTRACT AFFIRMATIONS, VERSION 2.8, EFFECTIVE DECEMBER 2025**, which is attached to this Amendment and incorporated into the Contract for all purposes.
8. **ATTACHMENT F.1** of the Contract, **FY2026 FFATA**, is hereby supplemented with the addition of **ATTACHMENT F.2, FY2027 FFATA**, which is attached to this Amendment and incorporated into the Contract for all purposes.
9. **ATTACHMENT I.1** of the Contract, **INDIRECT COST RATE AGREEMENT LETTER**, is hereby supplemented to add **ATTACHMENT I.2, INDIRECT COST RATE AGREEMENT**

**LETTER**, which is attached to this Amendment and incorporated into the Contract for all purposes.

10. This Amendment is effective immediately upon execution by the last Party to sign below. Operations and funding for Fiscal Year 2027 begin on July 1, 2026. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless modified by written agreement of the Parties.
11. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in effect.
12. Any further revisions to the Contract shall be by written agreement of the Parties.
13. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 5**  
**DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001439500015**

**DEPARTMENT OF STATE HEALTH SERVICES    BRAZORIA COUNTY HEALTH DEPARTMENT**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: L.M. "Matt" Sebesta, Jr.

Title: \_\_\_\_\_ Title: County Judge

Date of Signature: \_\_\_\_\_ Date of Signature: \_\_\_\_\_

**ATTACHMENT A.5  
FY2027 STATEMENT OF WORK**

**I. GRANTEE RESPONSIBILITIES**

- A. Grantee shall perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services (“System Agency”) to advance public health emergency preparedness.
- B. Grantee shall perform the activities required under this Grant Agreement in the following cities, counties, or groups of counties (cumulatively, Grantee’s “Jurisdiction”): Brazoria.
- C. Grantee shall provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D. Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee’s Jurisdiction. At minimum, the Grantee shall ensure the following public health emergency preparedness capabilities are all addressed in its workplan:
  - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short-term and long-term.
  - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
  - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
  - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
  - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
  - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information, as well as the issuing of public health alerts to all levels of government and the private sector in preparation for, and in response to, events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Non-pharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing non-pharmaceutical interventions in response to the needs of an incident, event, or threat. Non-pharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens, and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage

volunteers to support the jurisdictional public health agency’s preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.

**E.** Grantee shall coordinate with System Agency program staff to develop a preparedness activity plan for the Grantee’s Jurisdiction. CDC released the Public Health Response Readiness Framework that defines excellence in response operations. The Grantee shall be knowledgeable of the following items and ensure the items are addressed throughout the deliverables in Section I (U):

1. Prioritize a risk-based approach – to all-hazards planning that addresses evolving threats and supports medical countermeasure logistics;
2. Enhance partnerships – (federal and nongovernmental organizations) to effectively support community preparedness efforts;
3. Expand local support – to improve jurisdictional readiness to effectively manage public health emergencies;
4. Improve administrative and budget preparedness systems – to ensure timely access to resources for supporting jurisdictional responses;
5. Build workforce capacity – to meet jurisdictional surge management needs and support staff recruitment, retention, resilience, and mental health;
6. Modernize data collection and systems – to improve situational awareness and information sharing with healthcare systems and other partners;
7. Strengthen risk communications activities – to improve proficiency in disseminating critical public health information and warnings and address mis/disinformation;
8. Incorporate practices – to enhance preparedness and response support for communities experiencing differences in health status due to structural barriers;
9. Advance capacity and capability of public health laboratories – to characterize emerging public health threats through testing and surveillance; and
10. Prioritize community recovery efforts – to support health department reconstitution and incorporate lessons learned from public health emergency responses.

**F.** Grantee shall match funds awarded under this Grant Agreement with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions (“match”) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that apply to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 Code of Federal Regulations (“CFR”) 74.23 and 45 CFR 92.24, as amended.

Grantee shall provide matching funds in the amount of ten percent (10%) of the DSHS Direct Costs and Indirect Costs amount as outlined in **ATTACHMENT B.4, REVISED BUDGET**. “Cash match” is defined as an expenditure of cash by the Grantee on allowable costs under this Grant Agreement that are borne by the Grantee. “In-kind match” is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used

in activities that benefit this Grant Agreement's project, and that are contributed by non-federal third parties without charge to the Grantee. The criteria for a match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable for the Grant Agreement;
8. Be adequately documented;
9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Grant Agreement term.

**G.** Grantee shall, in the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the Grantee's Jurisdiction, to the affected area of the state upon receipt of a written request from System Agency.

**H.** Grantee shall, in the event of a local, state, or federal incident, emergency or disaster, have the option to request from System Agency the United States Department of Health and Human Services ("HHS") emPower Individual Data Set (hereinafter, the "CMS data") for PHEP services. To access CMS data, Grantee shall submit to System Agency a written request that describes how the CMS data will be used to perform emergency planning for identifying and/or conducting outreach to at-risk Medicare beneficiaries to ensure they have the necessary medical resources and assistance throughout and during recovery from the incident, emergency or disaster. System Agency reserves the right to request additional information from Grantee. System Agency will review Grantee's request and provide a written approval or denial.

Grantee's access to and use of the CMS data and any derivative data is provided to allow Grantee to perform specified and System Agency-approved public health activities under the Grant Agreement.

When accessing the CMS data or derivative data, Grantee shall:

1. Ensure Confidential Information is handled in compliance with the HHS Data Use Agreement and the Centers for Medicare and Medicaid Services Data Use Agreement and any associated DUA Addendum;

2. Employ appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CMS data and/or derivative data. Such protections shall include, but not be limited to measures that prevent unauthorized use of or access to such data; logon protocols and passwords for electronic access to such data; encryption of such data at rest and in transit; permanent deletion of internet histories when using third-party resources; redaction of information when fully identifiable information is not required; and the use of sufficient overwriting to ensure permanent deletion of electronic copies of such data or the physical destruction of such data in accordance with terms of this section;
  3. Only utilize CMS data and derivative data to perform public health activities and only for the purposes specifically requested and approved by System Agency and not for any other purpose;
  4. Ensure CMS data or derivative data is not entered into any type of registry, unless approved in writing by System Agency;
  5. Destroy all source data and derivative data within thirty (30) calendar days from the date of disclosure. In the event the incident, emergency, or disaster extends past the thirty (30) calendar days, Grantee may request a thirty (30)-day extension to continue the response and outreach by submitting a written request to System Agency with justification for the continued use of the data. Grantee shall submit written attestation to System Agency certifying that destruction of all data was completed;
  6. Ensure Grantee staff who have access to CMS data or any derivative data complete HIPAA training prior to accessing any data set. Grantee shall produce evidence of completed training to System Agency upon request;
  7. Ensure Grantee staff who have access to CMS data or any derivative data obtain role-based access to the CMS data or any derivative data; and
  8. Attest that each staff member accessing the CMS data does not have a criminal background or disqualifying criminal history record information or is not otherwise prohibited from accessing the CMS data as set forth in state or federal law or rule, including CMS requirements.
- I.** Grantee shall coordinate activities and response plans within Grantee's Jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, and Councils of Government.
- J.** Grantee shall inform System Agency in writing if Grantee will not continue performance under this Grant Agreement within thirty (30) calendar days of receipt of System Agency's notification of an amended standard(s) or guideline(s). In such event, System Agency may terminate this Grant Agreement immediately or within a reasonable period of time, as determined by System Agency.
- K.** Grantee shall develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Grant Agreement, including partial full-time employees and temporary staff.
- L.** Grantee shall complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code Sections 421.071 and 421.072(b) and (c). Grantee must provide System Agency with other reports, including financial reports, that System Agency

determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.

- M. Grantee shall conduct all exercises in accordance with Homeland Security Exercise Evaluation Program (“HSEEP”) guidance, and have plans, processes, and training in place to meet NIMS compliance requirements.
- N. Grantee shall coordinate all planning, training, and exercises performed under this Grant Agreement with other Local Health Entities, the Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of System Agency, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.
- O. Grantee shall coordinate preparedness risk communication activities as needed with the System Agency Communications Unit.
- P. Grantee shall work with the DSHS Public Health Region and their Regional Health Care Coalition to develop comprehensive preparedness strategies by participating in meetings, trainings, and exercises.
- Q. Grantee shall comply with all state and System Agency guidance and standards, including the following:

Texas Grant Management Standards, located at the following URL:  
<https://comptroller.texas.gov/purchasing/grant-management/>.

- R. Grantee shall comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
  - 1. Texas Government Code Chapter 418;
  - 2. Public Law 116-22, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”).
  - 3. Public Law 109-417, Pandemic and All-Hazards Preparedness Act (“PAHPA”);
  - 4. Texas Health and Safety Code Chapter 81;
  - 5. Section 319 C-1 of the Public Health Service (“PHS”) Act (47 USC § 247d-3a), as amended; and
  - 6. 2 CFR Part 200.
- S. Grantee shall comply with all requirements related to purchases made with grant funds and uses of grant funds under this Grant Agreement. The requirements regarding purchases made with grant funds and uses of grant funds under this Grant Agreement include the following:
  - 1. Grantee may not use funds for research, clinical care, fundraising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms, buildings or real property, or funding an award to another party or provider who is ineligible.

2. Grantee may not use funds made available under this Grant Agreement to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
3. Grantee must initiate the purchase of all equipment approved in writing by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase equipment must be submitted to the assigned System Agency Contract Representative.
4. At the expiration or termination of this Grant Agreement for any reason, title to any remaining equipment and supplies purchased with funds under this Grant Agreement reverts to System Agency. Title may be transferred to another party at the sole discretion of System Agency. System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.
5. Grantee shall not use System Agency funds to lease buildings or real property without prior written approval from System Agency. Further, Grantee shall not use System Agency funds for the purchase of buildings or real property under any circumstance.
6. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls.
7. System Agency will monitor Grantee's expenditures on a monthly basis. If expenditures are below the amount projected in Grantee's total FY amount, Grantee's budget may be subject to a decrease for the remainder of the FY.

**T. Grantee shall comply with requirements related to the cost reimbursement budget under this Grant Agreement. The cost reimbursement budget requirements include the following:**

1. Grantee's approved cost reimbursement budget must document all approved and allowable expenditures.
2. Grantee shall only utilize funding under this Grant Agreement for approved and allowable costs. If Grantee requests to utilize funds for an expense not documented in the approved cost reimbursement budget, Grantee shall notify the System Agency Contract Representative, in writing, and request approval prior to utilizing the funds. System Agency shall provide written notification whether the requested expense is approved or denied.
3. DSHS-approved budget may be revised by Grantee in accordance with the following requirements:
4. For any transfer between budget categories, Grantee shall submit a revised Categorical Budget using the Budget Template to the DSHS Contract Representative, highlighting the areas affected by the budget transfer and written justification for the transfer request. After DSHS review, the designated DSHS Contract Representative will provide notification of acceptance, rejection, or the need for a Contract Amendment to the Grantee by email.
5. For transfer of funds between direct budget categories, other than the 'Equipment' and 'Indirect Cost' categories, for less than or equal to a cumulative twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If a budget revision for less than or equal to the cumulative twenty-five (25) percent is approved for transfer of funds between direct budget categories, DSHS

Contract Representative will provide notification of acceptance to Grantee by email, upon receipt of which, the funds can be utilized by the Grantee.

6. For transfer of funds between direct budget categories, other than the ‘Equipment’ and ‘Indirect Cost’ categories, that cumulatively exceeds twenty-five (25) percent of the total value of the respective Contract budget period, Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
  7. Any transfer between budget categories that includes ‘Equipment’ and/or ‘Indirect Cost’ categories must be approved by amendment to the Contract. Grantee shall submit timely written notification to DSHS Contract Representative using the Revised Budget Form and request DSHS approval. If the revision is approved, the budget revision is not authorized, and the funds cannot be utilized until an amendment is executed by the Parties.
  8. Grantee shall maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee’s Property Inventory Report to [FSOequip@dshs.texas.gov](mailto:FSOequip@dshs.texas.gov), with a copy to the assigned System Agency Contract Representative by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$10,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- U. Grantee shall comply with the reporting requirements and due dates established in this **STATEMENT OF WORK** and **SECTION VII, REPORTING REQUIREMENTS**, of the Grant Agreement. Unless stated otherwise in this Grant Agreement, Grantee must submit the reports via Qualtrics, a web-based system, according to instructions provided by System Agency. Programmatic reports satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072(b) and (c). The reporting requirements include the following:
1. Grantee must prepare an **Initial Work Plan** each FY and submit it to System Agency via Qualtrics, using a URL provided by System Agency. For FY2027, Grantee must submit the Initial Work Plan to System Agency by **July 31, 2026**. This requirement must be reviewed and approved by System Agency to receive credit.
  2. Grantee must prepare and submit a **Jurisdictional Risk Assessment (“JRA”)** to System Agency via Qualtrics, using a URL provided by System Agency. For FY2027, Grantee must submit a Jurisdictional Risk Assessment to System Agency by **June 15, 2027**. Must include disproportionately impacted populations or access and functional needs. Previously completed JRAs can be submitted if they are not more than five (5) years old. The next JRA will be due within the next five (5) years from the submitted JRA date. This requirement must be reviewed and approved by System Agency to receive credit.
  3. Grantee must prepare and submit a self-assessment on **Capacity Indicators** each FY via Qualtrics. For FY2027, Grantee must submit the Capacity Indicators Form to System Agency by **July 31, 2026**. System Agency will provide a template to Grantee, which will

identify the information that Grantee must provide in its Capacity Indicators Survey. This requirement must be reviewed and approved by System Agency to receive credit.

4. Grantee must prepare and submit a current **Multi-Year Integrated Preparedness Plan (“MYIPP”)** each FY, which must include at least five (5) years of progressive exercise, planning and training, to System Agency via Qualtrics. For FY2027, Grantee must submit the MYIPP to System Agency by **May 1, 2027**. The MYIPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the After-Action Review/Improvement Plan. The MYIPP must include a description of:
  - a) Summary of the MYIPP Workshop;
  - b) The proposed location, month(s), and year(s) of future exercise(s);
  - c) The type(s) of future exercise(s) that will take place; and
  - d) The partnering entities.

MYIPP must include one access and functional needs or underserved populations (FEMA Definition), training to support a ready responder workforce (WHF-B, AHA-G, LOC-B), and recovery operations (REC-A). This requirement must be reviewed and approved by System Agency to receive credit.

5. Grantee must implement an exercise program to include three (3) discussion-based exercises and one (1) Functional or Full-Scale Operational Exercise over the five (5)-year Performance Period. Real world incidents can count as a full-scale exercise with prior approval from the System Agency. This includes completing After-Action Reports (AAR), Corrective Action and Improvement Plans. The exercises should utilize scenarios that meet the priority jurisdictional risks identified in the JRA. Submit the **After-Action Review/Improvement Plan (“AAR/IP”)** for each exercise no later than 120 days after the exercise or thirty (30) days following the Contract expiration, via Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.
6. For FY2027, the Grantee must submit the **Programmatic Mid-Year Performance Report** to the System Agency by **January 31, 2027**, via Qualtrics. The System Agency will provide a template to the Grantee, which will identify the information that the Grantee must provide in its Programmatic Mid-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
7. For FY2027, the Grantee must submit the **Programmatic End-of-Year Performance Report** to the System Agency by **July 30, 2027**. The System Agency will provide a template to the Grantee to identify the information that the Grantee must provide in its Programmatic End-of-Year Performance Report. This requirement must be reviewed and approved by System Agency to receive credit.
8. For FY2027, if the Grantee is located in DSHS Public Health Regions **2/3** and **4/5N**, Grantee must submit the **Jurisdictional Evaluation Tool (“JET”)** to the System Agency by **June 30, 2027**. The System Agency will provide a template to the Grantee to be completed using Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit. If the Grantee is Project Public Health Ready (“PPHR”) accredited, they may submit supporting PPHR documentation in lieu of completing applicable sections of the JET survey, as determined by System Agency.
9. Grantee must complete and submit the **Capacity Indicators Survey** in Qualtrics by **July 31, 2026**. The System Agency will provide a template to the Grantee to be completed using

Qualtrics. This requirement must be reviewed and approved by System Agency to receive credit.

10. Grantee must submit biannual **Financial Status Reports (“FSRs”)**. Grantee’s FSRs are due biannually. The first FSR is due on the last day of the month following the first FSR period. The second FSR is due on the last day of the month, thirty (30) days after the Contract end date and following the second FSR period. The first FSR, for the period July 1, 2026, through December 31, 2026, is due by **January 31, 2027**. The second FSR, for the period January 1, 2027, through June 30, 2027, is due by **July 30, 2027**. Grantee shall electronically submit FSRs to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [fsrgrants@dshs.texas.gov](mailto:fsrgrants@dshs.texas.gov), with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement. As directed by System Agency, Grantee must submit FSR reports by mail or fax as follows:

- a. For submission by mail, use address below:

Department of State Health Services  
Claims Processing Unit  
P.O. Box 149347, MC 1940  
Austin, TX 78714-9347

- b. For submission by fax, use the number below:

(512) 458-7442

11. Grantee must maintain an inventory of equipment, supplies defined as “Controlled Assets” (see definition in the form titled, “DSHS Contractor’s Property Inventory Report (Form GC-11),” link below), and real property. Grantee shall submit an annual cumulative report of the above-stated items on Form GC-11, located at the following URL:<https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention>. Grantee will submit the Form GC-11, via email, to [FSoequip@dshs.texas.gov](mailto:FSoequip@dshs.texas.gov), with a copy to the System Agency Contract Representative identified in **SECTION VIII, CONTRACT REPRESENTATIVES**, of this Grant Agreement, no later than October 15th of each calendar year.
12. Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Grant Agreement and to monitor compliance.
13. The Grantee must immediately notify the System Agency in writing if the Grantee is legally prohibited from providing any report required under this Grant Agreement.

## **II. PERFORMANCE MEASURES**

- A. System Agency will monitor the Grantee’s performance of the requirements in this Statement of Work and compliance with the Grant Agreement’s terms and conditions.
- B. Grantee’s failure to meet certain requirements, including, but not limited to the following, may result in the System Agency withholding a portion of the current Fiscal Year PHEP award: adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency.

- C. Upon request by the System Agency, the Grantee shall reasonably revise any performance measure to the System Agency's satisfaction and with the requirements outlined in this Grant Agreement.

### III. INVOICE AND PAYMENT

- A. Grantee shall request monthly payments by the last business day of the month following the month in which expenses were incurred and shall use the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) located at <https://www.dshs.texas.gov/contractor-forms>. Grantee's final invoice will be due thirty (30) calendar days following the expiration date of the Grant Agreement. The System Agency will issue reimbursement payments to the Grantee monthly for reported actual cash disbursements supported by adequate documentation.

Invoice approval and payment is contingent upon receipt of adequate supporting documentation that is submitted by electronic mail to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), with a copy to the assigned System Agency Contract Representative identified in the Grant Agreement.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number, and telephone number;
  2. DSHS Contract or Purchase Order number;
  3. Identification of service(s) provided;
  4. The total invoice amount; and
  5. Any additional supporting documentation that is required by this Statement of Work or as requested by System Agency.
- B. System Agency will pay Grantee monthly on a cost reimbursement basis and in accordance with **ATTACHMENT B.4, REVISED BUDGET**, of this Grant Agreement. System Agency will reimburse Grantee only for allowable expenses incurred within the FY and in accordance with the Statement of Work.
  - C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfall. System Agency will monitor Grantee's expenditures on a periodic basis. If expenditures are below the amount projected in Grantee's total Grant Agreement amount, Grantee's budget may be subject to a decrease for the remainder of the Grant Agreement term. Vacant positions existing after ninety (90) days may result in a decrease in funds. Grantee must report position vacancies to their assigned Contract Manager each month until the position is filled.
  - D. Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total funds allotted per FY. All advances must be expended by the end of the FY. Advances not expended by the end of the Grant Agreement term must be refunded to the System Agency. System Agency may require the Grantee to repay all or part of advanced funds at any time during the Grant Agreement term. However, if the advance has not been repaid before the last three (3) months of the Grant Agreement term, the

Grantee must deduct at least one-third (1/3) of the remaining advance from each of the last three (3) months' reimbursement requests. If the advance is not repaid prior to the last three (3) months of the Grant Agreement term, System Agency will reduce the reimbursement request by one-third (1/3) of the remaining balance of the advance.

## ATTACHMENT B.4 REVISED BUDGET

BUDGET CATEGORIES	DSHS FUNDING FOR FY2025 (July 1, 2024 – June 30, 2025)	DSHS FUNDING FOR FY2026 (July 1, 2025 – June 30, 2026)	DSHS FUNDING FOR FY2027 (July 1, 2026 – June 30, 2027)	TOTAL DSHS FUNDING
Personnel	\$114,482.00	\$90,207.00	\$123,574.00	\$328,263.00
Fringe Benefits	\$62,965.00	\$41,341.00	\$58,458.00	\$162,764.00
Travel	\$8,119.00	\$9,640.00	\$10,108.00	\$27,867.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$4,579.00	\$56,997.00	\$5,500.00	\$67,076.00
Contractual	\$13,135.00	\$0.00	\$0.00	\$13,135.00
Other	\$16,860.00	\$21,955.00	\$22,500.00	\$61,315.00
<b>Sum of DSHS Direct Costs</b>	<b>\$220,140.00</b>	<b>\$220,140.00</b>	<b>\$220,140.00</b>	<b>\$660,420.00</b>
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Sum of DSHS Direct Costs and Indirect Costs</b>	<b>\$220,140.00</b>	<b>\$220,140.00</b>	<b>\$220,140.00</b>	<b>\$660,420.00</b>
Plus Required Match (Cash or In-Kind)	\$22,014.00	\$22,014.00	\$22,014.00	\$66,042.00
<b>Total Contract Amount</b>	<b>\$242,154.00</b>	<b>\$242,154.00</b>	<b>\$242,154.00</b>	<b>\$726,462.00</b>

**FY is defined as the period of July 1 through June 30.**

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001439500015**

**Attachment C2 CONTRACT AFFIRMATIONS**

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

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

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

**2. Complete and Accurate Information**

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

**3. Public Information Act**

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

**4. Contracting Information Requirements**

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

**5. Assignment**

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

**6. Terms and Conditions**

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

**7. HHS Right to Use**

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

**8. Release from Liability**

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

**9. Dealings with Public Servants**

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

**10. Financial Participation Prohibited**

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

**11. Prior Disaster Relief Contract Violation**

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

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

**12. Child Support Obligation**

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

**13. Suspension and Debarment**

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

**14. Excluded Parties**

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

**15. Foreign Terrorist Organizations**

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

**16. Executive Head of a State Agency**

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

**17. Human Trafficking Prohibition**

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

**18. Franchise Tax Status**

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

**19. Debts and Delinquencies**

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

**20. Lobbying Prohibition**

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

**21. Buy Texas**

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

**22. Disaster Recovery Plan**

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

**23. Computer Equipment Recycling Program**

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

**24. Television Equipment Recycling Program**

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

**25. Cybersecurity Training**

- A. Contractor represents and warrants that it will comply with the requirements of Section 2063.104 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2063.104.

**26. Restricted Employment for Certain State Personnel**

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

**27. No Conflicts of Interest**

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor’s provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency’s decision.

**28. Fraud, Waste, and Abuse**

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

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

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

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

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

**29. Antitrust**

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

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

**30. Legal and Regulatory Actions**

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

**31. No Felony Criminal Convictions**

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

**32. Unfair Business Practices**

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

**33. Entities that Boycott Israel**

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

**34. E-Verify**

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

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

**35. Former Agency Employees – Certain Contracts**

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

**36. Disclosure of Prior State Employment – Consulting Services**

If this Contract is for consulting services,

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

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

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

**37. Abortion Funding Limitation**

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

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

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

**38. Funding Eligibility**

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2273 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot (1) contract with (a) an abortion provider or an affiliate of an abortion provider; or (b) an abortion assistance entity for the purpose of providing an abortion or abortion assistance;

or (2) contract or appropriate or spend money to provide any person logistical support for the express purpose of assisting a woman with procuring an abortion or the services of an abortion provider. Respondent certifies that it is not ineligible to contract with System Agency under the terms of Chapter 2273 of the Texas Government Code and certifies that the contract is not a taxpayer resource transaction, appropriation, or expenditure of money prohibited by Chapter 2273 of the Texas Government Code.

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

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

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

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

**41. COVID-19 Vaccine Passports**

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

**42. Entities that Boycott Energy Companies**

Pursuant to Section 2276.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this

provision change during the course of the Contract, Contractor shall promptly notify System Agency.

**43. Entities that Discriminate Against Firearm and Ammunition Industries**

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

**44. Security Controls for State Agency Data**

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

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

Pursuant to Texas Government Code, Section 2063.408, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

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

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

**47. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of

China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103 or (2) headquartered in any of those countries.

**48. Critical Infrastructure Subcontracts**

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

**49. Enforcement of Certain Federal Firearms Laws Prohibited**

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

**50. Prohibition on Abortions**

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

**51. Hardening of State Government**

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

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or

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

**52. Artificial Intelligence Disclosure.**

Contractor certifies that it has disclosed in writing to System Agency each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. “Artificial intelligence system” means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Contractor promises not to use an artificial intelligence system to perform the Contract without the prior written consent of System Agency.

**53. Surveillance, Intimidation, and Related Acts.**

Contractor certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

- (1) a member of the state legislature or person employed to support the state legislature in any capacity;
- (2) a family member of a person described by (1);
- (3) a state agency employee; or
- (4) an individual making a complaint or raising concerns regarding state agency operations or contracting.

Contractor certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Contractor acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.

**54. False Representation**

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

**55. False Statements**

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

**56. Permits and License**

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

**57. Equal Employment Opportunity**

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

**58. Federal Occupational Safety and Health Law**

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

**59. Signature Authority**

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

**Signature Page Follows**

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

Brazoria County

**Legal Name of Contractor**

Brazoria County Health Department

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

N/A

**Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')**

**Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.**

**Signature of Authorized Representative**

L.M. "Matt" Sebesta, Jr.

**Date Signed**

County Judge

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

237 E. Locust, Ste. 401

**Title of Authorized Representative**

Angleton, TX 77515

**Physical Street Address**

Same

**City, State, Zip Code**

Same

**Mailing Address, if different**

979-864-1200

**City, State, Zip Code**

979-864-1239

**Phone Number**

MattS@brazoriacountytx.gov

**Fax Number**

040341430

**Email Address**

74-60000445

**DUNS Number**

17460000445

**Federal Employer Identification Number**

17460000445

**Texas Identification Number (TIN)**

17460000445

**Texas Franchise Tax Number**

N1GLHP8EWHD9

**Texas Secretary of State Filing  
Number**

**SAM.gov Unique Entity Identifier (UEI)**



# Fiscal Federal Funding Accountability and Transparency Act (FFATA)

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

<b>Legal Name of Contractor:</b>  Brazoria County Health Department	<b>FFATA Contact: (Name, Email and Phone Number):</b>  Cathy Sbrusch cathys@brazoriacountytx.gov 979-864-1324
<b>Primary Address of Contractor:</b>  434 E. Mulberry Angleton, TX 77515	<b>Zip Code: 9-digits required <a href="http://www.usps.com">www.usps.com</a></b>  77515-4736
<b>Unique Entity ID (UEI): This number replaces the DUNS <a href="http://www.sam.gov">www.sam.gov</a></b>  N1GLHP8EWH9	<b>State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:</b>  17460000445024

<b>Printed Name of Authorized Representative:</b>  L.M. "Matt" Sebesta, Jr.	<b>Signature of Authorized Representative</b>
<b>Title of Authorized Representative</b>  County Judge	<b>Date Signed</b>

# Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes  No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No", answer questions "A" and "B".

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes  No

**If your answer is "Yes" to this question, where can this information be accessed?**

**If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.**

**Provide compensation information here:**



**Texas Identification Number (TIN):** 17460000445

**CONTACT NAME:** Kaysie Stewart

**GRANTEE:** Brazoria County

**ADDRESS:** 111 E Locust, TX 77515

The indirect cost rate(s) contained herein are for use on grants with Federal, State, or both governments to which 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or the State of Texas Uniform Grant Management Standards apply, subject to the limitations contained in the sections below.

**SECTION 1: HHS SYSTEMS ISSUED RATE(S)**

HHS System Issued Rate						
Rate Type	RATE PERIOD Start Date    End Date		Rate	Rate Base	Applicable To	Next Proposal Due
Fixed with Carry-forward	Oct 1, 2025	Sep 30, 2026	18.44%**	Salaries & Fringe	All Departments	Aug 31, 2026

\*\*If the indirect cost rate for the next fiscal year is not approved prior to the start of the next fiscal year use this rate as a billing rate until a new rate is established. This exception shall not exceed one year from the End Date shown above. ICR Proposals must be submitted within the above timelines to continue recovering indirect costs. Extensions to these dates must be approved by the Indirect Cost Rate Group for extenuating circumstances that may occur.

Rate Base Details
<b>Salaries and Fringe</b> means total direct salaries and fringe benefits. The rate applies to all programs administered by the non-federal entity. To determine the amount of indirect costs to be billed under this agreement, direct salaries and fringe should be summed and multiplied by the rate.

**SECTION 2: ACCOUNTING TREATMENT OF FRINGE BENEFITS COST**

Accounting Methods	
<b>Fringe Benefit Rate:</b>	N/A
<b>Fringe Benefits:</b>	Vacation, Holidays, Sick Leave, TCDRS Retirement, AUL - Alternate Retirement, Health Insurance, Medicare, Workers Compensation, 401 - H Retiree, Life Insurance, Unemployment Taxes
<b>Paid Absences:</b>	Paid absence such as Vacation, Holidays, Sick Leave, and other leave are part of the salaries. Separate claims are not filed for these costs.

### SECTION 3: Deadlines for Proposal Submissions

Your FY 2027 Fixed with Carry-forward ICR proposal with the FY 2025 carry-forward adjustment must be submitted via the [ICRG Landing Page](#) no later than August 31, 2026

Please provide your FY 2025 audit report\* along with the ICR Proposal Packet. Select the "Submit ICR Proposal" option to upload all required documents. The proposal packet must be submitted on the HHS Indirect Cost Rate Group approved ICR Proposal Packet templates. Select "Technical Assistance" to request copies of the approved templates.

\*Your audit should include a Schedule of Indirect Costs. The Schedule of Indirect Costs must show the incurred expenses versus the recovered expenses for the carry-forward calculation. Please see the enclosed example.

### SECTION 4: KEY GUIDELINES AND CONDITIONS

**A. LIMITATIONS:** Use of the rate(s) contained in the Agreement is subject to all statutory or administrative limitations and is applicable to a given Federal award or contract only to the extent that funds are available. Acceptance of the rate(s) agreed to herein is predicated upon the following conditions: (1) that no costs other than those incurred by the grantee were included in its indirect cost pool as finally accepted and that such incurred costs are legal obligations of the grantee and allowable under the governing cost principles, (See 2 CFR 200, Subpart E); (2) Unallowable costs have been adjusted appropriately when allocating costs identified in the proposal; (3) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (4) that similar types of costs have been accorded consistent treatment; and (5) that the information provided by the grantee which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate; (6) that a restricted rate or limit to the indirect cost rate or amount is not required under the enabling statute or by the cognizant federal agency; (7) indirect costs may only be recovered to the extent direct costs were incurred; and (8) the rates cited in this Agreement may be subject to audit. Indirect cost elements and the type of distribution base used in computing the rates are subject to revision when a final rate is negotiated to settle the provisional rate or if unusual circumstances affect the negotiated predetermined rate. In such situations, the rate(s) may be subject to renegotiation at the discretion of the cognizant agency.

**B. CHANGES IMPACTING THE INDIRECT COST RATE PROPOSAL:** This agreement is based on the organizational structure and the accounting methodology purported by the grantee to be in effect during the Agreement period. Changes which affect the amount of reimbursement resulting from the use of this Agreement require prior approval from the cognizant organization. Failure to obtain approval may result in subsequent cost disallowance. To notify us of organizational changes which impact the indirect cost rate, please submit a Technical Assistance request at the Landing Page referenced in Section 3 of this agreement.

**C. NOTIFICATION TO FEDERAL AND STATE AGENCIES:** A copy of this document may be provided by the grantee to other Federal or State funding sources as a means of notifying them of the Agreement contained herein.

**D. APPLICATION OF INDIRECT COST RATE TO EXISTING GRANTS:** Indirect costs charged to a grant by means other than the rate(s) cited in this Agreement should be adjusted to the applicable rate cited herein.

**E. GOVERNMENT COMMISSIONS (REGIONAL PLANNING COMMISSIONS, COUNCILS OF GOVERNMENT, ETC):** Title 12 of Texas Local Government Code §391.0115(e) limits your organization’s indirect costs to 15% or less of your organization's total expenditures, not including capital expenditures, subcontracts, subawards, and pass-through expense.

**SECTION 5: RATE TYPE DEFINITIONS**

**A. Fixed Carry-forward and Adjustments:** A fixed carry-forward rate means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

**SECTION 6. ACCEPTANCE OF AGREEMENT**

GRANTEE

COGNIZANT AGENCY

Brazoria County

Texas Health and Human Services Commission

**Grantee Name**

**Agency Name**

Kaysie Stewart Title County Auditor

Ariana Torres, Federal Funds Deputy Director

**Name of Grantee Signature Authority**

**Name of Agency Signature Authority**

Kaysie Stewart Digitally signed by Kaysie Stewart  
Date: 2026.02.20 07:48:03 -06'00'

Kaysie Stewart Digitally signed by Kaysie Stewart  
Date: 2026.02.20 07:48:03 -06'00'

**Grantee Signature**

**Agency Signature**

## Certificate Of Completion

Envelope Id: 3D81586F-D28C-419B-8460-7B546ACD0998

Status: Sent

Subject: Please DocuSign HHS001439500015 Brazoria County Amendment 5 CPS-PHEP

Source Envelope:

Document Pages: 39

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

Envelopeld Stamping: Enabled

#100

Time Zone: (UTC-06:00) Central Time (US & Canada)

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.8

## Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

3/27/2026 4:12:35 PM

CMS.InternalRouting@dshs.texas.gov

## Signer Events

### Signature

### Timestamp

L. M. "Matt" Sebesta, Jr.

Sent: 3/27/2026 4:22:51 PM

matts@brazoriacountytx.gov

Brazoria County Judge

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Imelda Garcia

imeldam.garcia@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

#### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

Carbon Copy Events	Status	Timestamp
Matthew Grout matthewg@brazoriacountytx.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/27/2026 4:22:50 PM Viewed: 3/30/2026 9:07:25 AM
Cathy Sbrusch, RN, BSN, CIC cathy@brazoriacountytx.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 3/27/2026 4:22:50 PM Viewed: 3/31/2026 8:18:16 AM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Fred L. Waterman Fred.Waterman@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/27/2026 4:22:50 PM
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Payment Events	Status	Timestamps
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# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.23.**

**4/28/2026**

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Deputy Constable Appointment - Constable Precinct 4

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Upon request by Constable Precinct 4 James Brawner, approve the appointment of the below stated person as a deputy constable.

Joe Tobias - Deputy Constable Part-time Bailiff

JAMES BRAWNER  
CONSTABLE



JON BAKER  
CHIEF DEPUTY

BRAZORIA COUNTY CONSTABLES OFFICE  
PRECINCT 4  
121 N. 10<sup>TH</sup> WEST COLUMBIA, TEXAS 77486  
979-345-2115

Commissioners Court  
Brazoria County Courthouse  
111 E. Locust  
Angleton, Texas 77515

12/02/2025

RE: Confirmation of Deputy Constable for Precinct 4

Dear Court:

In accordance with Section 86.011 of the Texas Local Government Code, I request the Court confirm the appointment of the attached listed individual that will serve as a Deputy Constable, part time bailiff, for Precinct 4. The individual qualifies in the manner provided for a deputy sheriff.

1. Joe Tobias

Best Regards,

*James Brawner*

James Brawner  
Brazoria County Precinct 4 Constable



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.24.**

**4/28/2026**

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Amendment to Brazoria County's Deferred Compensation Plan "457(b) Employee Benefits"

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Approve the attached amended and reinstated Deferred Compensation Plan "457(b) Brazoria County Employee Benefits":

- Deferred Compensation Plan for Full-Time Employees
- Deferred Compensation Plan for Part-Time Employees
- Total Disability Retirement Benefit Plan
- Participant Loan Policy

Further, that the listed 457(b) Plan Documents supersede all prior versions of the plan, including those previously adopted or amended by the court, and shall govern henceforth unless otherwise modified by subsequent court order; and

Further, that the County Judge is authorized to execute all documents upon review and approval by the District Attorney's Office - Civil Division.

**BRAZORIA COUNTY**  
**DEFERRED COMPENSATION PLAN FOR FULL-TIME EMPLOYEES**

Amendment and Restatement  
Effective as of November 28, 2025

**ARTICLE 1**  
**INTRODUCTION AND PURPOSE OF PLAN**

1.1 **PURPOSE OF PLAN.** The purpose of this amended and restated Plan is to enable Eligible Employees (defined below) who become covered under the Plan to enhance their retirement security by permitting them to enter into agreements with the Employer to defer a portion of their compensation and receive benefits generally at retirement or death. The Plan also allows for Employer contributions to be made to the Plan on behalf of Eligible Employees. The Plan is intended to serve as a FICA replacement plan as an alternative to mandatory Social Security coverage for Eligible Employees.

The Plan is intended to meet the requirements of Section 457(b) of the Internal Revenue Code, as amended.

Except as otherwise provided in the Plan or by applicable law, the terms of the Plan, as amended and restated, shall only apply on or after the Effective Date. Except as is otherwise provided in the Plan or by applicable law, the terms of the Plan, as amended and restated, shall apply only with respect to individuals who are employees of the Employer on or after the Effective Date, and the rights, benefits and interest of any employee who died, retired or otherwise terminated his or her employment with the Employer prior to the Effective Date shall be determined under the provisions of the Plan as in effect on the date of death, retirement or termination.

**ARTICLE 2**  
**DEFINITIONS**

When used in the Plan, the following terms shall have the meanings set forth in this Article unless a different meaning is clearly required by the context.

2.1 **ACCOUNT** means the amount held under the Plan for the account of a Participant, and shall equal the sum as to each Participant of the Participant's Voluntary Deferral Account, Mandatory Deferral Account, Rollover Contribution Account, and Employer Contribution Account, and any amounts transferred to the Plan under Section 6.8, including any earnings, losses and/or allocable expenses allocated thereto.

2.2 **ADMINISTRATOR** means the Employer, or any individual or committee appointed by the Employer to administer the Plan.

2.3 **BENEFICIARY** means the person, persons, or legal entity entitled to receive benefits under this Plan which become payable in the event of the Participant's death.

2.4 BOARD means the Brazoria County Commissioner's Court.

2.5 CODE means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

2.6 COMPENSATION means the Participant's gross monthly pay from the Employer reduced by an amount equal to the dollar amount of the Participant's Texas County and District Retirement System (TCDRS) contribution.

The definition of "Compensation" for purposes of applying the requirements of the Code to the Plan shall reflect the special rules applicable to differential wage payments, as defined by Code section 3401(h)(2), in accordance with, and to the extent required by, section 105(b) of the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act") and subsequent guidance issued thereunder.

2.7 EFFECTIVE DATE means November 28, 2025, the effective date of this amendment and restatement of the Plan. The Plan initially was effective January 1, 1983.

2.8 ELECTION FORM means the form (which may be electronic, telephonic or in writing) used by a Participant to voluntarily defer receipt by the Participant of Compensation not yet paid or otherwise made available to the Participant. Such Election Form shall state the Voluntary Deferral amount (or percentage) to be withheld from a Participant's Compensation and shall become effective as soon as administratively feasible.

2.9 ELIGIBLE EMPLOYEE means any person who performs services for the Employer as a regular, full-time employee, as determined by the Employer.

2.10 EMPLOYER means the County of Brazoria, Texas and its successors. The Employer is a State or political subdivision of a State, or an agency or instrumentality of a State or political subdivision of a State within the meaning section 457(e)(1)(A) of the Code.

2.11 EMPLOYER CONTRIBUTION ACCOUNT means the account established and maintained on behalf of a Participant to which Employer Contributions are made, and to which any earnings, losses and/or allocable expenses thereon are allocated.

2.12 EMPLOYER CONTRIBUTIONS means the amount of Employer contributions that the Employer credits under the Plan on behalf of any given Participant.

2.13 ENTRY DATE with respect to an individual means the date on which the individual becomes an Eligible Employee.

2.14 INCLUDIBLE COMPENSATION, as defined in Code section 457(e)(5), means, for an Employee's taxable year, the Employee's earned income, wages, salaries, and fees for professional services actually rendered in the course of employment with the Employer (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) and excluding the following:

(i) Employer contributions to a plan of deferred compensation which are not includible in the Participant's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the Participant, or any distributions from a plan of deferred compensation;

(ii) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(iv) Other amounts which received special tax benefits.

Notwithstanding the preceding, "Includible Compensation" shall include any elective deferral (as defined in Code section 402(g)(3)) and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code section 125, 132(f)(4) or 457 (including Deferrals under the Plan).

Includible Compensation shall be determined without regard to any community property laws.

The definition of "Includible Compensation" for purposes of applying the requirements of the Code to the Plan shall reflect the special rules applicable to differential wage payments, as defined by Code section 3401(h)(2), in accordance with, and to the extent required by, section 105(b) of the HEART Act and subsequent guidance issued thereunder.

2.15 MANDATORY DEFERRAL ACCOUNT means the account established and maintained on behalf of a Participant to which Mandatory Deferrals are made, and to which any earnings, losses and/or allocable expenses thereon are allocated.

2.16 MANDATORY DEFERRALS means the amount of Compensation that a Participant is required to contribute as a Participant in the Plan, as described in Section 3.2(a).

2.17 NORMAL RETIREMENT AGE means age sixty-five (65), or such other date as is elected by the Participant by written instrument delivered to the Administrator; provided, however, that no date may be elected by the Participant which is (i) except as provided below, earlier than the earlier of age sixty-five (65) or the age at which employees have a right to retire and receive, under the basic defined benefit pension plan of the Employer (or, if the Participant is not eligible to participate in a defined benefit pension plan, a money purchase pension plan in which the Participant participates), immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, or (ii) later than age seventy and one-half (70½). In no event may a Participant have more than one Normal Retirement Age under all Code section 457(b) plans sponsored by the Employer.

2.18 PARTICIPANT means an Eligible Employee or former Eligible Employee who has enrolled in this Plan in accordance with the provisions of Article 3 and who retains the rights to benefits under the Plan.

2.19 PLAN means this Brazoria County Deferred Compensation Plan for Full-Time Employees, as it may be further amended from time to time.

2.20 PLAN YEAR means the calendar year.

2.21 ROLLOVER CONTRIBUTION ACCOUNT means that portion of a Participant's Account which is attributable to contributions made under Section 3.4.

2.22 SEVERANCE FROM EMPLOYMENT means the severance of a Participant's employment (under Code section 457(d)(1)(A)(ii), as amended by the Economic Growth and Tax Relief Reconciliation Act of 2001) with the Employer for any reason, including retirement and death. Any Participant who is granted a leave of absence by the Employer will not be treated as incurring a Severance from Employment as long as the leave of absence is approved by the Employer. If an approved leave of absence is terminated by the Employer or the Participant without the resumption of the employment relationship, the Participant shall be treated as incurring a Severance from Employment under this Plan as of the date of termination of the leave of absence.

For purposes of Code section 457(d)(1)(A)(ii), a Participant shall be treated as having had a Severance from Employment during any period the Participant is performing service in the uniformed services described in Code section 3401(h)(2)(A), in accordance with section 105 of the HEART Act and any subsequent guidance issued thereunder.

2.23 TRUST means the custodial account described in Code section 401(f) established pursuant to a separate custodial account agreement that may be entered between the Employer and the Trustee. The Trust is intended to satisfy the requirements of Code section 457(g) and shall be established for the exclusive benefit of Participants and their Beneficiary(ies) in accordance with Code section 457(g).

2.24 TRUSTEE means the custodian named in the separate agreement establishing the Trust and any successor and/or additional qualified custodians.

2.25 VALUATION DATE shall mean the last day of the Plan Year, and such other date or dates as the Administrator shall designate as a Valuation Date.

2.26 VOLUNTARY DEFERRAL ACCOUNT means the account established and maintained on behalf of a Participant to which any Voluntary Deferrals are made, and to which any earnings, losses and/or allocable expenses thereon are allocated.

2.27 VOLUNTARY DEFERRALS means the amount of Compensation that a Participant elects to defer pursuant to a properly submitted Election Form, as described in Section 3.2(b).

**ARTICLE 3**  
**PARTICIPATION IN THE PLAN**

3.1 **ELIGIBILITY; ENROLLMENT.** Each Eligible Employee who was a Participant immediately prior to the Effective Date shall continue to be a Participant as of the Effective Date. Each other Eligible Employee shall become a Participant in the Plan on his or her Entry Date.

Participation in the Mandatory Deferral Account and Employer Contribution Account portion of the Plan is automatic. Participation in the Voluntary Deferral Account portion of the Plan is voluntary. In order to make Voluntary Deferrals under the Plan, an otherwise Eligible Employee must make written application in the manner required by Section 3.2(b).

3.2 **DEFERRALS.**

(a) **Mandatory Deferrals.** Each Participant shall be required to contribute an amount equal to 6.7% of the Participant's Compensation each pay period. Such amounts shall be referred to as "Mandatory Deferrals". Such Mandatory Deferrals shall be deducted from the Participant's Compensation and shall be allocated to the Participant's Mandatory Deferral Account. Mandatory Deferrals shall be subject to the limits of Section 4.1. Mandatory Deferrals, and any earnings thereon, shall be fully vested at all times.

(b) **Voluntary Deferrals.** To the extent not limited by Section 4.1 of the Plan, Eligible Employees may make Voluntary Deferral elections under the Plan by completing an Election Form and submitting it to the Administrator (or its designee), in which case Voluntary Deferrals will be made or commence as soon as administratively practicable thereafter. Such Voluntary Deferrals shall be deducted from the Participant's Compensation and shall be allocated to the Participant's Voluntary Deferral Account. Voluntary Deferrals are subject to the amount limitations specified in Section 4.1 of the Plan.

Pursuant to the administrative rules established by the Employer, Voluntary Deferrals shall be made through regular payroll deductions.

A Participant shall at all times be fully vested in any Voluntary Deferrals he or she elects to contribute to the Plan under this Section, and any deemed earnings thereon.

3.3 **AGE 50 AND OLDER CATCH-UP DEFERRALS.** Notwithstanding any other provision of this Plan, all Participants who are at least age fifty (50) shall be eligible to make catch-up deferrals ("Catch-Up Deferrals") in accordance with, and subject to the limitations of, Code section 414(v) (as added to the Code by the Economic Growth and Tax Relief Reconciliation Act of 2001).

(a) For purposes of this Section, a Participant who is projected to attain age fifty (50) before the end of a calendar year is deemed to be age fifty (50) as of the January 1 of that year.

(b) Except as provided herein, the term "Catch-Up Deferrals" means Voluntary Deferrals which are made to the Plan, pursuant to an eligible Participant's written election and

subject to such uniform administrative rules as the Administrator shall establish, which exceed an "applicable limit," defined as:

(1) any limit under Code section 457(b)(2) or 457(e)(15) on deferrals which are permitted to be made (without regard to section 414(v) of the Code and this Section of the Plan) with respect to the Participant to the Plan; or

(2) any limit on deferrals which are permitted to be made (determined without regard to section 414(v) of the Code and this Section of the Plan) with respect to the Participant to the Plan under the terms of the Plan that is not required under the Code.

If an eligible Participant's elective deferrals exceed an "applicable limit" listed above that is determined on a calendar or taxable year basis, such elective deferrals may be herein considered a Catch-Up Deferral at the time of deferral, but only to the extent that the deferrals, when combined with all other Catch-Up Deferrals made with respect to the Participant for the taxable year, do not exceed the lesser of (A) the applicable dollar amount determined under Code section 414(v)(2)(B), or (B) the excess of the Participant's compensation (determined as described in Code section 415(c)(3)) for the Participant's taxable year over the sum of the Participant's elective deferrals, as defined in Code section 414(u)(2)(C) but excluding any contributions made under this Section 3.3, for the Participant's taxable year.

If an eligible Participant's elective deferrals exceed an "applicable limit" listed above that is determined on a Plan Year or limitation year basis, and not on a calendar or taxable year basis, such elective deferrals shall be herein considered a Catch-Up Deferral as of the last day of the relevant Plan Year or limitation year, as applicable, but only to the extent that the deferrals, when combined with all other Catch-Up Deferrals made with respect to the Participant for the Participant's taxable year in which occurs the last day of the relevant Plan Year or limitation year, as applicable, do not exceed the lesser of (A) the applicable dollar amount determined under Code section 414(v)(2)(B), or (B) the excess of the Participant's compensation (determined as described in Code section 415(c)(3)) for the Participant's taxable year over the sum of the Participant's elective deferrals, as defined in Code section 414(u)(2)(C) but excluding any contributions made under this Section 3.3, for the Participant's taxable year.

(c) Any Catch-Up Deferrals made under this Section will be credited to the Voluntary Deferral Account of the Participant. Such Catch-Up Deferral shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code section 457(b)(2) and 457(e)(15). All Catch-up Deferrals shall be one hundred percent (100%) vested at all times.

(d) The Employer shall have the right to amend or revoke a Participant's Catch-Up Deferral election if necessary to ensure that the Participant's total Catch-Up Deferrals for the Plan Year do not exceed the limits described in this Section 3.3.

(e) No Catch-Up Deferrals shall be permitted to be made by a Participant under this Section 3.3 for any year in which the special catch-up limitation on the amount of permitted

Deferrals under Code section 457(b)(3) and Section 4.1(b) of this Plan is used in respect of the Participant.

3.4 ROLLOVER CONTRIBUTIONS/TRANSFERS TO PLAN. Any Participant may transfer to the Trust any "Rollover Contributions" (as defined herein). A Participant's Rollover Contribution shall be credited to and held in the Participant's Rollover Contribution Account. A Participant's Rollover Contribution Account shall be one hundred percent (100%) vested in the Participant at all times.

(a) Distributed Amounts Which Are Rolled Over. The term "Rollover Contribution" means an amount contributed to the Plan on or before the sixtieth (60<sup>th</sup>) day after the day the contributing Participant received it from one or more of the following, but only if the amount received by the Employee is a distribution which is eligible for rollover to the Plan under Code section 402(c)(4):

(1) another eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible employer described in Code section 457(e)(1)(A);

(2) a qualified retirement plan under Code section 401(a) or 403(a) (excluding after-tax contributions);

(3) an annuity contract described in Code section 403(b) (excluding after-tax contributions); or

(4) an individual retirement account or annuity described in Code section 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in gross income; or

(5) an individual retirement account or annuity under a SIMPLE plan described in Code section 408(p) that is eligible to be rolled over and would otherwise be includible in gross income after the two-year period beginning on the date on which the participant first participated in the SIMPLE plan.

If a Participant is permitted to roll over amounts into the Plan under this subsection, the Plan shall provide separate accounting for the amounts so rolled over.

(b) Direct Rollovers. The term "Rollover Contribution" also means assets representing a Participant's nonforfeitable interest in one or more of the following, which assets have been transferred directly from the trustee (or other fiduciary) of such other plan, account or annuity to the Trustee of this Plan; provided, however, that such direct transfer constitutes a direct rollover under Code section 402:

(1) another eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible employer described in Code section 457(e)(1)(A);

(2) a qualified retirement plan under Code section 401(a) or 403(a) (excluding after-tax contributions);

(3) an annuity contract described in Code section 403(b) (excluding after-tax contributions);

(4) an individual retirement account or annuity described in Code section 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in gross income; or

(5) an individual retirement account or annuity under a SIMPLE plan described in Code section 408(p) that is eligible to be rolled over and would otherwise be includible in gross income after the two-year period beginning on the date on which the participant first participated in the SIMPLE plan.

If a Participant is permitted to directly roll over amounts into the Plan under this subsection, the Plan shall provide separate accounting for the amounts so directly rolled over.

The Administrator may reject any Rollover Contribution which is not qualified to be a Rollover Contribution to the Plan under the foregoing or under the Code. The Administrator may make all investigations necessary to determine whether any amounts submitted as a Rollover Contribution may be received.

3.5 EMPLOYER CONTRIBUTIONS. The Employer shall contribute on behalf of each Participant an Employer Contribution in an amount equal to 2.9% of the Participant's Compensation each pay period. Any Employer Contribution made on behalf of a Participant shall be allocated to the Participant's Employer Contribution Account. Employer Contributions shall be subject to the limits of Section 4.1. Employer Contributions, and any earnings thereon, shall be fully vested at all times.

3.6 FUNDING OF BENEFITS. The Employer shall contribute to the Trust an amount equal to each Participant's Voluntary Deferrals (including Catch-Up Deferrals) (if any), Mandatory Deferrals, Rollover Contributions (if any), and Employer Contributions as soon as practicable after the Voluntary Deferrals (if any) and Mandatory Deferrals are withheld from the Participant's Compensation, the Rollover Contributions are received under the Plan, and the Employer Contributions are made by the Employer.

## **ARTICLE 4** **MAXIMUM CONTRIBUTIONS**

### 4.1 MAXIMUM CONTRIBUTIONS.

(a) Primary Limitation. The maximum level of Voluntary Deferrals, Mandatory Deferrals, and Employer Contributions which may be credited on behalf of any Participant in any taxable year under the Plan shall not exceed the lesser of the "applicable dollar amount" (as set forth in section 457(e)(15)(A) of the Code and as adjusted pursuant to section 457(e)(15)(B) of the Code) or one hundred percent (100%) of the Participant's Includible Compensation for the taxable year. Any Catch-Up Deferrals made pursuant to Section 3.3 and/or any Rollover Contributions made pursuant to Section 3.4 shall not be subject to the limitations described in this Section.

(b) Catch-up Limitation. For each of the last three (3) taxable years ending before a Participant's attainment of Normal Retirement Age, the maximum level of Voluntary Deferrals, Mandatory Deferrals, and Employer Contributions which may be credited on behalf of any Participant in any taxable year shall be the lesser of: (1) whatever amount is twice the applicable dollar amount determined under Section 4.1(a) for that year or (2) the sum of (i) the maximum level of Voluntary Deferrals, Mandatory Deferrals, and Employer Contributions under Section 4.1(a) for the current year, and (ii) that portion of the maximum level of Voluntary Deferrals, Mandatory Deferrals, and Employer Contributions under Section 4.1(a) for the current year (which, for periods prior to January 1, 2002, shall equal the limit set forth in section 457(b)(2) of the Code) not utilized in prior taxable years in which the Participant was eligible to participate in the Plan. A Participant may use a prior year only if the contributions under the Plan in existence during that year were subject to the maximum deferral amount described in Treas. Reg. 1.457-2(e) (1982) and were made after 1978. The catch-up limitation is available to a Participant during one three-year period only. If the Participant uses the catch-up limitation and then postpones retirement or returns to work after retirement, the catch-up limitation shall not be available again.

(c) Plan Aggregation. If the Employer maintains more than one eligible Code section 457(b) plan, the Employer must aggregate all such plans in determining whether the limits described in this Section 4.1 have been exceeded.

## **ARTICLE 5** **VOLUNTARY DEFERRAL OF COMPENSATION**

5.1 MODIFICATIONS TO AMOUNT DEFERRED. A Participant may change the rate of payroll deduction Voluntary Deferrals by submitting a new, properly executed Election Form to the Administrator (or its designee). Such a change shall take effect as soon as administratively practicable following receipt by the Administrator (or its designee). Changes to the rate of payroll deduction Deferrals are subject to the amount limitations specified in the Plan.

5.2 REVOCATION OF VOLUNTARY DEFERRAL. Any Participant may, at any time during a Plan Year, revoke his or her Voluntary Deferral election by notifying the Administrator (or its designee) in writing.

5.3 DURATION OF VOLUNTARY DEFERRAL ELECTION. Once a payroll deduction Voluntary Deferral election has been made by a Participant, the election shall continue in effect until the Participant's Severance from Employment, unless the Participant modifies the payroll deduction Voluntary Deferral election in accordance with Section 5.1 or revokes the payroll deduction Voluntary Deferral election in accordance with Section 5.2.

5.4 USERRA. Notwithstanding anything in the Plan to the contrary, contributions and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

## 5.5 EXCESS DEFERRALS.

(a) Return of Excess Deferrals. Except as provided in (b), below, in accordance with any guidance issued by the Internal Revenue Service, any amount deferred by a Participant in any taxable year under Section 3.2 which causes the limits described in Section 4.1 to be exceeded shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Administrator determines that the limits described in Section 4.1 have been exceeded. Excess Voluntary Deferrals shall be returned before addressing any excess Mandatory Deferrals or Employer Contributions.

(b) Excess Deferrals Arising From Application of the Individual Limitation. Notwithstanding (a), above, Participant Voluntary Deferrals to the Plan which cause the limits described in Section 4.1 to be exceeded as a result of the Participant's participation in plans other than eligible Code section 457(b) plans maintained by the Employer may, but are not required to be, returned to the Participant, with allocable net income, as soon as administratively practicable after the Administrator determines that the limits described in Section 4.1 have been exceeded.

## **ARTICLE 6** **DISTRIBUTION OF BENEFITS**

6.1 ELIGIBILITY FOR PAYMENT. Distribution of a Participant's Account from the Plan shall not be made earlier than the first to occur of (i) the Participant's Severance from Employment, (ii) the Participant's death, or (iii) in the case of certain Qualified Disasters (as described in Section 6.2), or (iv) following attainment of age 59 1/2 subject to the rules set forth in Section 6.8.

6.2 DISASTER RELIEF. The effective date of this Section with regard to any Qualified Disaster, as defined below, shall be the date the disaster was declared or, if later, the date that the Plan may be administered consistent with the following with the assistance of the Plan's service providers. Further, this Section is intended as good faith compliance with SECURE 2.0 and shall be interpreted in a manner consistent with SECURE 2.0 Section 331 and any Treasury Regulations and/or other authoritative guidance issued thereunder, and such guidance is herein incorporated by reference, notwithstanding any provision of the Plan to the contrary.

The Administrator may adopt a uniform, nondiscriminatory disaster relief policy to authorize Qualified Individuals, as defined below, to receive the disaster relief described in this Section as authorized in the policy. If and to the extent such a policy is adopted, the terms of such policy shall govern to the extent that any provision below is inconsistent with the policy. The disaster relief policy may (1) specify the Qualified Disasters for which relief applies, (2) specify the portion of the Plan Account from which a distribution may be made and any conditions applicable with respect thereto, (3) limit the amount available with respect to a Qualified Disaster Recovery Distribution, as defined below, to an amount less than the Maximum Amount, as defined below, (4) impose (within the limitations described in this Section) different conditions or different relief for different Qualified Disasters, or (5) impose other reasonable nondiscriminatory limitations.

A Qualified Individual may take from the Plan one or more Qualified Disaster Recovery Distributions. The total amount of Qualified Disaster Recovery Distributions to a Qualified Individual pursuant to this Section from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m) or (o), will not exceed the Maximum Amount per Qualified Disaster. The Qualified Disaster Recovery Distributions from this Plan to a Qualified Individual for a single Qualified Disaster will not exceed the lesser of the Maximum Amount or one-half of the amount of the individual's vested Plan Account balance at the time a Qualified Disaster Recovery Distribution is requested.

The following definitions apply for purposes of this Section 6.2:

- (a) The "Maximum Amount" with regard to a Qualified Disaster is \$22,000.
- (b) A "Qualified Disaster" is a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act after December 27, 2020.
- (c) With respect to a Qualified Disaster, the "Disaster Area" is the area with respect to which a Qualified Disaster was declared.
- (d) With respect to a Qualified Disaster, the "Incident Period" is the period specified by the Federal Emergency Management Agency as the period during which the Qualified Disaster occurred.
- (e) With respect to a Qualified Disaster, the "Applicable Date" is the latest of (1) December 29, 2022, (2) the first day of the Incident Period for the disaster, or (3) the date the disaster was declared by the President.
- (f) With respect to a Qualified Disaster, the "Applicable Period" is the period beginning on the first day of the Incident Period of the disaster and ending on the date which is 179 days after the last day of such Incident Period.
- (g) A "Qualified Disaster Recovery Distribution" is a distribution to a Qualified Individual with respect to a Qualified Disaster during the Applicable Period.
- (h) With respect to a Qualified Disaster, a "Qualified Individual" is an individual whose principal place of abode during the Incident Period of the Qualified Disaster was located in the Disaster Area, and who sustained an economic loss by reason of the Qualified Disaster. Participants, alternate payees and Beneficiaries of deceased Participants can be treated as Qualified Individuals. The Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Administrator has knowledge to the contrary.

6.3 COMMENCEMENT OF DISTRIBUTIONS. Except as otherwise provided in this Plan, distribution of a Participant's Account shall commence on the latest date permitted under Section 6.5 and shall be paid in the form of minimum required distributions in accordance with the

minimum required distribution rules of section 401(a)(9) of the Code, as incorporated by section 457(d)(2) of the Code, and the regulations issued thereunder.

6.4 DEATH DISTRIBUTION PROVISIONS. If the Participant dies before distribution of his or her Account is completed, the Participant's Account will be distributed to the Beneficiary in a single lump sum, in accordance with the minimum required distribution rules of section 401(a)(9) of the Code, as incorporated by section 457(d)(2) of the Code, and the regulations issued thereunder.

6.5 REQUIRED DISTRIBUTIONS. This Section is included in the Plan to comply with section 401(a)(9) of the Code, as incorporated by section 457(d)(2) of the Code, and the regulations thereunder. To the extent that there is any conflict between the provisions of section 401(a)(9) of the Code and the regulations thereunder and any other provision in the Plan, the provisions of section 401(a)(9) of the Code and the regulations thereunder, including Treasury Regulation section 1.401(a)(9)-1 through 1.401(a)(9)-8, will control. If the Participant's spouse is not the Beneficiary with respect to any distribution of benefits, the method of distribution elected must satisfy the incidental death benefit requirements specified in section 401(a)(9)(G) of the Code. The Plan shall comply with the Final and Temporary Regulations under Code section 401(a)(9); provided, the Plan shall be treated as having complied with section 401(a)(9) and the Final and Temporary Regulations issued thereunder if the Plan complies with a reasonable and good faith interpretation of Code section 401(a)(9). Notwithstanding any other provision of the Plan to the contrary, this Section shall be interpreted in a manner consistent with the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act") and the SECURE 2.0 Act of 2022, enacted by Congress as Division T of the Consolidated Appropriations Act of 2023 (the "SECURE Act 2.0") and subsequent legislation and/or guidance issued thereunder, and such legislation and/or guidance is herein incorporated by reference.

6.6 DIRECT ROLLOVERS. Notwithstanding any other provision of the Plan to the contrary, any Distributee (as defined below) who is to receive an Eligible Rollover Distribution may elect the direct trustee-to-trustee rollover of the distribution to an Eligible Retirement Plan. A direct rollover election must be made pursuant to the procedures established by the Administrator and must specify the Eligible Retirement Plan to which the direct rollover is to be made. If the Distributee elects a direct rollover as permitted hereunder, the Administrator shall make the rollover as elected.

For purposes of this Section, the term "Eligible Rollover Distribution" has the meaning given such term in Code section 401(a)(31)(C) and currently means any distribution on or after the Effective Date of all or any portion of the balance to the credit of the Distributee, except (i) any distribution that is one of a series of substantially equal periodic payments (not less frequent than annual) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (iv) any distribution which is made upon hardship of the Participant; (v) any corrective distribution; and (vi) any deemed distribution.

For purposes of this Section, the term Eligible Retirement Plan has the meaning given such term in Code section 401(a)(31)(D) and currently means (i) an individual retirement account described in Code section 408(a), (ii) an individual retirement annuity described in Code section 408(b) (other than an endowment contract), (iii) an annuity plan described in Code section 403(a), (iv) a qualified trust that is a defined contribution plan described in Code section 401(a), the terms of which permit the acceptance of direct rollovers, (v) an annuity contract described in Code section 403(b) and (vi) an eligible plan under Code section 457(b) which is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State. This definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a "domestic relations order", as defined in Code section 414(p)(1)(A)(i).

For purposes of this Section, the term Distributee includes the Participant and the Participant's surviving spouse. In addition, Distributee includes the Participant's spouse or former spouse who is the alternate payee under a "domestic relations order", as defined in Code section 414(p)(1)(A)(i), with respect to the payee's interest under the Plan.

6.7 PLAN-TO-PLAN TRANSFERS. Amounts deferred on behalf of a former Participant of the Plan shall, instead of being distributed upon Severance from Employment, be automatically transferred to another eligible deferred compensation plan maintained by an "eligible employer" within the meaning of Code section 457(e)(1)(A) in which the former Participant has become a Participant provided:

- (a) the plan receiving such amounts provides for acceptance of such transfers;
- (b) the former Participant whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to the former Participant immediately before the transfer; and
- (c) any of the following are true: (i) the Participant's Severance from Employment occurs and the Participant is performing services for the entity maintaining the receiving plan, regardless of whether or not such entity is within the same state as the Employer; or (ii) the Employer is the entity which maintains the receiving plan and the Participants whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless they are performing services for the Employer; or (iii) the following three conditions are satisfied:
  - (1) all of the assets held by the Plan are transferred;
  - (2) the transfer is to another eligible deferred compensation plan maintained by an "eligible employer" within the meaning of Code section 457(e)(1)(A) that is a state entity within the same state as the Employer; and
  - (3) the Participants whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless they are performing services for the entity maintaining the receiving plan.

A Participant's request for a plan-to-plan transfer from the Plan shall constitute a certification by the Participant that the above requirements are satisfied.

This Plan shall accept the transfer of amounts maintained on behalf of a Participant under another eligible deferred compensation plan (as defined in section 457 of the Code) maintained by an "eligible employer" within the meaning of Code section 457(e)(1)(A) provided that: (i) the transfer is permitted under the transferor plan, (ii) the Participant will have deferred in the Plan immediately after the transfer an amount which is at least equal to the amount deferred in the transferor plan immediately prior to the transfer; and (iii) the Participant has severed employment with the employer maintaining the transferor plan, all of the assets held by the transferor plan are transferred and the employer maintaining the transferor plan is a state entity within the same state as the Employer, or the Employer maintains the transferor plan.

6.8 IN-SERVICE DISTRIBUTIONS UPON ATTAINMENT OF AGE 59 1/2. A Participant who has reached age fifty-nine and one-half (59 ½) and who no longer qualifies as an Eligible Employee under the Plan may elect to receive a distribution from his or her Account regardless of whether he or she has experienced a Severance from Employment. The Participant may elect to receive his or her distribution in any form of payment permitted under Section 7.2.

## **ARTICLE 7** **FORM OF PARTICIPANT'S BENEFIT DISTRIBUTION**

7.1 ELECTION. A Participant may elect the form of distribution of his or her Account and may revoke that election (with or without a new election) at any time before the date distribution of the Participant's Account is to commence, as provided in the Plan, by notifying the Administrator (or its designee) in writing.

7.2 AVAILABLE FORMS OF PAYMENT. Distributions may be made in any of the following forms, as elected by the Participant:

- (a) Regular installments over a fixed period not to exceed a distribution period otherwise permitted under Code section 401(a)(9);
- (b) An annuity (guaranteed income stream);
- (c) A lump sum; or
- (d) A partial lump sum.

Notwithstanding any provision to the contrary, if the Participant's Account (excluding any amount in the Participant's Rollover Contribution Account) is equal to or less than the dollar limit under section 411(a)(11)(A) of the Code on the Participant's date of Severance from Employment, the Account may, in the discretion of the Employer, be distributed in a lump sum cash payment as soon as administratively practicable after the Participant's Severance from Employment.

**ARTICLE 8**  
**BENEFICIARY INFORMATION**

8.1 **DESIGNATION**. A Participant shall have the right to designate a Beneficiary or Beneficiaries, and amend or revoke that designation at any time, in writing. The designation, amendment or revocation shall be effective upon receipt of the written designation, amendment or revocation by the Administrator.

8.2 **SPECIAL RULES**. The designated Beneficiary or Beneficiaries will receive the balance of the Participant's Account balance upon the Participant's death in accordance with Section 6.4 and the following:

(a) Participants may designate primary and secondary Beneficiaries. A secondary Beneficiary and/or Beneficiaries will become entitled to a distribution of any remaining balance of the Participant's Account only after the death of any and all primary Beneficiaries.

(b) If more than one Beneficiary is named in either category, benefits will be paid according to the following rules:

(1) Beneficiaries can be designated to share equally in, or to receive specific percentages of, the remaining balance, if any, of the Participant's Account.

(2) If a Beneficiary dies before the Participant, only the surviving Beneficiaries will be eligible to receive any Plan benefits in the event of the death of the Participant. If more than two Beneficiaries are originally named to receive different percentages of the benefits, surviving Beneficiaries will share in the same proportion to each other as indicated in the original designation.

(c) A person, trustee, estate or other legal entity may be designated as a Beneficiary.

(d) If a married Participant designates his or her spouse as Beneficiary under the Plan, such designation shall automatically become null and void as of the date of any final divorce or similar decree or order; except that the Participant may re-designate such former spouse as his or her Beneficiary after the date of the final decree or order.

(e) If a Beneficiary has not been designated, or a designation is ineffective due to the death of any and all Beneficiaries prior to the death of the Participant, or the Administrator is unable for a period of one (1) year to locate the designated Beneficiary, or the designation is ineffective for any reason, the surviving spouse of the Participant shall be the Beneficiary, or, if the Participant is not married at the time of death, the estate of the Participant shall be the Beneficiary.

**ARTICLE 9**  
**PLAN ADMINISTRATION**

9.1 PLAN ADMINISTRATION. The Employer, or any individual or committee designated by the Employer, shall be the Administrator of the Plan.

Except as specifically provided herein, the Administrator shall have responsibility for and the sole control of the operation, administration and recordkeeping of the Plan, shall direct payment of Plan benefits and shall have the power and authority, in its discretion, to take all actions and to make all decisions and interpretations which may be necessary or appropriate in order to administer and operate the Plan, including, without limiting the generality of the foregoing, the power, duty and responsibility to:

- (a) Resolve and determine all disputes or questions arising under the Plan, including the power to determine the rights of employees, Participants and Beneficiaries, and their respective benefits, and to remedy any ambiguities, inconsistencies or omissions in the Plan.
- (b) Adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan.
- (c) Implement the Plan in accordance with its terms and the rules and regulations adopted as above.
- (d) Enter into agreements on behalf of the Employer necessary to implement the Plan.

If the Administrator is a Plan Participant, he or she may participate in the Plan, but shall not be entitled to make decisions solely with respect to his or her own Plan participation.

9.2 INVESTMENT EARNINGS OR LOSSES. If procedures are implemented which permit Participants to direct the investment of their Plan Accounts, the Trustee shall establish such investment options as the Administrator shall direct, and shall divide the trust among investment options in accordance with the investment directions of Participants which are made as provided in this Plan. Investment options shall be established either by direct investment or through the medium of a bank, a trust fund, an insurance contract or regulated investment company mutual fund, as the Administrator shall direct. Each investment option (a) shall be held and administered as part of the Trust, but (b) shall be separately invested and accounted for.

The assets of the Trust invested in each of the options shall be separately valued at fair market value as of the appropriate Valuation Date.

9.3 SEPARATE ACCOUNTS. A separate account under the Plan shall be established and maintained by the Employer to reflect the Account for each Participant with sub-accounts to separately show the earnings and losses credited or debited to such Account, and the applicable investments of the Account. Each Participant's Account shall be credited with the amount of any Voluntary Deferrals, Mandatory Deferrals, Rollover Contributions, Catch-Up Deferrals, Employer

Contributions and any amounts transferred pursuant to Section 6.8 and shall be further credited or debited, as applicable, with (i) any increase or decrease resulting from investments pursuant to Section 9.2, (ii) any expenses incurred by the Employer or the Administrator in maintaining and administering this Plan, which may be paid out of the Plan as designated in the Plan and in the Trust agreement, and (iii) the amount of any distribution. The separate accounts may be reflected by the accounts which are allocated to such Participant within an investment or insurance product.

9.4 PARTICIPANT INVESTMENT ELECTIONS. The Administrator may establish and implement procedures pursuant to which each Participant and each former Participant with an Account shall be permitted to direct the investment of all or a portion of his or her Account into one or more investment options described in Section 9.2. If any such Participant or former Participant fails to make an investment election, such Participant's or former Participant's Account shall be invested in an investment option, or a combination of investment options, selected by the Administrator, which offer(s) reasonable opportunities for capital appreciation, preservation of capital, and/or liquidity. Investment elections may be changed, subject, however, to any rules established by the Administrator and any rules or restrictions of any insurance company or other entity serving as the manager or funding vehicle of any of the investment funds. Investment elections shall be subject to such uniform rules and procedures as the Administrator shall establish. Any earnings or losses attributable to a Participant's directed investments shall be allocated to that Participant's Account.

## **ARTICLE 10** **LOANS TO PARTICIPANTS**

10.1 LOAN PROGRAM. Loans to Participants and Beneficiaries shall be permitted under the Plan if and to the extent provided under a participant loan program established by the Administrator in compliance with applicable law. The terms of such participant loan program, if any, shall be in writing and shall constitute part of the Plan.

## **ARTICLE 11** **AMENDMENT OR TERMINATION OF PLAN**

11.1 AMENDMENT OF PLAN. The Employer shall have the right to amend the Plan, at any time and from time to time, in whole or in part.

11.2 TERMINATION. Although the Employer has established this Plan with the intention and expectation to maintain the Plan indefinitely, the Employer may terminate or discontinue the Plan in whole or in part at any time without any liability for such termination or discontinuance. Upon Plan termination, all Voluntary Deferrals, Mandatory Deferrals, Rollover Contributions, Catch-Up Deferrals, Employer Contributions shall cease. The Employer (or the Trust, if applicable) shall retain all Accounts until distribution commences under Article 6 in the form determined under Article 7 or, if the Administrator elects, distribution of benefits shall be made to Participants or Beneficiaries as soon as practicable after termination.

**ARTICLE 12**  
**THE TRUST**

12.1 **ESTABLISHMENT OF TRUST.** The Employer shall establish a custodial account as described in Code section 401(f) (the "Trust") with a custodian, who shall be treated, pursuant to the terms of the separate custodial agreement that shall be entered into between the Employer and the Trustee.

The custodial account that is treated as a Trust shall comply with Code section 457(g) and Code section 401(f) and no part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiary(ies).

Notwithstanding any contrary provision of the Plan, including any annuity contract issued under the Plan, in accordance with Code section 457(g), all amounts of Compensation deferred pursuant to the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights may be held in one or more annuity contracts, as defined in Code section 401(g) issued by an insurance company qualified to do business in the State where the contract was issued, for the exclusive benefit of participants and beneficiaries under the Plan. For this purpose, the term "annuity contract" does not include a life health or accident, property, casualty or liability insurance contract. In such case, all amounts of Compensation deferred under the Plan shall be transferred to an annuity contract described Code section 401(f) within a period that is no longer than is reasonable for the proper administration of the accounts of Participants.

**ARTICLE 13**  
**MISCELLANEOUS**

13.1 **LIMITATION OF RIGHTS.** Neither the establishment of this Plan nor any modification of the Plan, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving a Participant or other person any legal or equitable right against the Employer except as provided in the Plan.

13.2 **NO CONTRACT OF EMPLOYMENT.** Nothing in this Plan shall be deemed to be an agreement, consideration, inducement or condition of employment, nor shall the rights or obligations of the Employer or of any employee employed by the Employer to continue or terminate employment at any time be affected by this Plan.

13.3 **LIMITATION ON ASSIGNMENT.** Benefits under this Plan may not be assigned, sold, transferred, or encumbered, and any attempt to do so shall be void. A Participant's or Beneficiary's interest in benefits under the Plan shall not be subject to debts or liabilities of any kind and shall not be subject to attachment, garnishment or other legal process. Notwithstanding the foregoing, amounts held for the benefit of a Participant may be paid in accordance with a "qualified domestic relations order" as defined in Code section 414(p), so long as the payment complies with Code section 414(p).

13.4 REPRESENTATIONS. The Employer does not represent or guarantee that any particular federal or state income, payroll, personal property or other tax consequence will result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation. Furthermore, the Employer does not represent or guarantee successful investment of Voluntary Deferrals, Mandatory Deferrals or Employer Contributions (if any), and shall not be required to repay any loss which may result from any investment or lack of investment.

13.5 SEVERABILITY. If a court of competent jurisdiction holds any provisions of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

13.6 APPLICABLE LAW. This Plan shall be construed in accordance with applicable federal law and, to the extent otherwise applicable and to the extent not superseded by applicable federal law, the laws of the State of Texas.

13.7 CLAIMS PROCEDURE. A Participant or Beneficiary (hereinafter referred to as a "Claimant") who believes he or she is entitled to any benefit under this Plan may file a claim for benefits (a "claim") with the Employer. The Claimant shall present the claim, in writing, to the Employer and the Employer shall respond in writing. If the claim is denied, the written notice of denial shall state, in a manner calculated to be understood by the Claimant:

(a) The specific reason or reasons for denial, with specific references to the Plan provisions on which the denial is based;

(b) A description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or information is necessary; and

(c) An explanation of the Plan's claims review procedure.

The written notice denying or granting the Claimant's claim shall be provided to the Claimant within ninety (90) days after the Employer's receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished by the Employer to the Claimant within the initial ninety (90) day period and in no event shall such an extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period. Any extension notice shall indicate the special circumstances requiring the extension and the date on which the Employer expects to render a decision on the claim. Any claim not granted or denied within the period noted above shall be deemed to have been denied.

Any Claimant whose claim is denied, or deemed to be denied under the preceding sentence, (or such Claimant's authorized representative) may, within sixty (60) days after the Claimant's receipt of notice of the denial, or after the date of the deemed denial, request a review of the denial by notice given, in writing, to the Employer. Upon such a request for review, the claim shall be reviewed by the Employer (or its designated representative) which may, but shall not be

required to, grant the Claimant a hearing. In connection with the review, the Claimant may have representation, may examine pertinent documents, and may submit issues and comments in writing.

The decision on review normally shall be made within sixty (60) days of the Employer's receipt of the request for review. If an extension of time is required due to special circumstances, the Claimant shall be notified, in writing, by the Employer, and the time limit for the decision on review shall be extended to one hundred twenty (120) days. The decision on review shall be in writing and shall state, in a manner calculated to be understood by the Claimant, the specific reasons for the decision and shall include references to the relevant Plan provisions on which the decision is based. The written decision on review shall be given to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) time limit discussed above. If the decision on review is not communicated to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) period discussed above, the claim shall be deemed to have been denied upon review. All decisions on review shall be final and binding with respect to all concerned parties.

13.8 PAYMENT OF FEES AND EXPENSES. Administration fees and Trustee fees of the Plan and the Trust and any expenses (including any taxes generated by the realized earnings of Participants' Accounts) incurred in connection with the Plan and the Trust shall be paid by the Employer or from Participants' Accounts as determined by the Employer. If any item constituting a fee or expense is allocable to any particular Participant's Account, the Employer may, at its discretion, charge only that Participant's Account for the item according to such reasonable procedures as the Employer deems appropriate.

13.9 DISCRETIONARY ACTS. Whenever in the administration or operation of the Plan discretionary actions by the Employer are required or permitted, the Employer shall not be required to apply such actions consistently or uniformly to all persons similarly situated; provided, however, no such action shall be taken which shall unlawfully discriminate in favor of any particular person or group of persons.

13.10 LITIGATION. In any action or judicial proceeding affecting the Plan, it shall be necessary to join as a party only the Employer. Except as may be otherwise required by law, in any action or judicial proceeding affecting the Plan, no Participant or Beneficiary shall be entitled to any notice or service of process, and any final judgment entered in such an action shall be binding on all persons interested in, or claiming under, the Plan.

13.11 STATUTE OF LIMITATIONS. No legal action may be commenced or maintained to recover benefits under this Plan more than twelve (12) months after the final review/appeal decision by the Administrator has been rendered (or deemed rendered).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, this amendment and restatement of the Plan has been duly executed by the Employer, effective as of November 28, 2025.

**WITNESS/ATTEST**

**COUNTY OF BRAZORIA, TEXAS**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BRAZORIA COUNTY**  
**DEFERRED COMPENSATION PLAN FOR PART-TIME EMPLOYEES**

Amendment and Restatement  
Effective as of November 28, 2025

**ARTICLE 1**  
**INTRODUCTION AND PURPOSE OF PLAN**

1.1 **PURPOSE OF PLAN.** The purpose of this amended and restated Plan is to enable Eligible Employees (defined below) who become covered under the Plan to enhance their retirement security by permitting them to enter into agreements with the Employer to defer a portion of their compensation and receive benefits generally at retirement or death. The Plan also allows for Employer contributions to be made to the Plan on behalf of Eligible Employees. The Plan is intended to serve as a FICA replacement plan as an alternative to mandatory Social Security coverage for Eligible Employees.

The Plan is intended to meet the requirements of Section 457(b) of the Internal Revenue Code, as amended.

Except as otherwise provided in the Plan or by applicable law, the terms of the Plan, as amended and restated, shall only apply on or after the Effective Date. Except as is otherwise provided in the Plan or by applicable law, the terms of the Plan, as amended and restated, shall apply only with respect to individuals who are employees of the Employer on or after the Effective Date, and the rights, benefits and interest of any employee who died, retired or otherwise terminated his or her employment with the Employer prior to the Effective Date shall be determined under the provisions of the Plan as in effect on the date of death, retirement or termination.

**ARTICLE 2**  
**DEFINITIONS**

When used in the Plan, the following terms shall have the meanings set forth in this Article unless a different meaning is clearly required by the context.

2.1 **ACCOUNT** means the amount held under the Plan for the account of a Participant, and shall equal the sum as to each Participant of the Participant's Voluntary Deferral Account, Mandatory Deferral Account, Rollover Contribution Account, and Employer Contribution Account, and any amounts transferred to the Plan under Section 6.8, including any earnings, losses and/or allocable expenses allocated thereto.

2.2 **ADMINISTRATOR** means the Employer, or any individual or committee appointed by the Employer to administer the Plan.

2.3 **BENEFICIARY** means the person, persons, or legal entity entitled to receive benefits under this Plan which become payable in the event of the Participant's death.

2.4 BOARD means the Brazoria County Commissioner's Court.

2.5 CODE means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

2.6 COMPENSATION means the Participant's gross monthly pay from the Employer reduced by an amount equal to the dollar amount of the Participant's Texas County and District Retirement System (TCDRS) contribution.

The definition of "Compensation" for purposes of applying the requirements of the Code to the Plan shall reflect the special rules applicable to differential wage payments, as defined by Code section 3401(h)(2), in accordance with, and to the extent required by, section 105(b) of the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act") and subsequent guidance issued thereunder.

2.7 EFFECTIVE DATE means November 28, 2025, the effective date of this amendment and restatement of the Plan. The Plan initially was effective January 1, 1983.

2.8 ELECTION FORM means the form (which may be electronic, telephonic or in writing) used by a Participant to voluntarily defer receipt by the Participant of Compensation not yet paid or otherwise made available to the Participant. Such Election Form shall state the Voluntary Deferral amount (or percentage) to be withheld from a Participant's Compensation and shall become effective as soon as administratively feasible.

2.9 ELIGIBLE EMPLOYEE means any person who performs services for the Employer as a regular, part-time employee or temporary employee, as determined by the Employer.

2.10 EMPLOYER means the County of Brazoria, Texas and its successors. The Employer is a State or political subdivision of a State, or an agency or instrumentality of a State or political subdivision of a State within the meaning of section 457(e)(1)(A) of the Code.

2.11 EMPLOYER CONTRIBUTION ACCOUNT means the account established and maintained on behalf of a Participant to which Employer Contributions are made, and to which any earnings, losses and/or allocable expenses thereon are allocated.

2.12 EMPLOYER CONTRIBUTIONS means the amount of Employer contributions that the Employer credits under the Plan on behalf of any given Participant.

2.13 ENTRY DATE with respect to an individual means the date on which the individual becomes an Eligible Employee.

2.14 INCLUDIBLE COMPENSATION, as defined in Code section 457(e)(5), means, for an Employee's taxable year, the Employee's earned income, wages, salaries, and fees for professional services actually rendered in the course of employment with the Employer (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) and excluding the following:

(i) Employer contributions to a plan of deferred compensation which are not includible in the Participant's gross income for the taxable year in which contributed, or Employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the Participant, or any distributions from a plan of deferred compensation;

(ii) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and

(iv) Other amounts which received special tax benefits.

Notwithstanding the preceding, "Includible Compensation" shall include any elective deferral (as defined in Code section 402(g)(3)) and any amount which is contributed or deferred by the Employer at the election of the Participant and which is not includible in the gross income of the Participant by reason of Code section 125, 132(f)(4) or 457 (including Deferrals under the Plan).

Includible Compensation shall be determined without regard to any community property laws.

The definition of "Includible Compensation" for purposes of applying the requirements of the Code to the Plan shall reflect the special rules applicable to differential wage payments, as defined by Code section 3401(h)(2), in accordance with, and to the extent required by, section 105(b) of the HEART Act and subsequent guidance issued thereunder.

2.15 MANDATORY DEFERRAL ACCOUNT means the account established and maintained on behalf of a Participant to which Mandatory Deferrals are made, and to which any earnings, losses and/or allocable expenses thereon are allocated.

2.16 MANDATORY DEFERRALS means the amount of Compensation that a Participant is required to contribute as a Participant in the Plan, as described in Section 3.2(a).

2.17 NORMAL RETIREMENT AGE means age sixty-five (65), or such other date as is elected by the Participant by written instrument delivered to the Administrator; provided, however, that no date may be elected by the Participant which is (i) except as provided below, earlier than the earlier of age sixty-five (65) or the age at which employees have a right to retire and receive, under the basic defined benefit pension plan of the Employer (or, if the Participant is not eligible to participate in a defined benefit pension plan, a money purchase pension plan in which the Participant participates), immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, or (ii) later than age seventy and one-half (70½). In no event may a Participant have more than one Normal Retirement Age under all Code section 457(b) plans sponsored by the Employer.

2.18 PARTICIPANT means an Eligible Employee or former Eligible Employee who has enrolled in this Plan in accordance with the provisions of Article 3 and who retains the rights to benefits under the Plan.

2.19 PLAN means this Brazoria County Deferred Compensation Plan for Part-Time Employees, as it may be further amended from time to time.

2.20 PLAN YEAR means the calendar year.

2.21 ROLLOVER CONTRIBUTION ACCOUNT means that portion of a Participant's Account which is attributable to contributions made under Section 3.4.

2.22 SEVERANCE FROM EMPLOYMENT means the severance of a Participant's employment (under Code section 457(d)(1)(A)(ii), as amended by the Economic Growth and Tax Relief Reconciliation Act of 2001) with the Employer for any reason, including retirement and death. Any Participant who is granted a leave of absence by the Employer will not be treated as incurring a Severance from Employment as long as the leave of absence is approved by the Employer. If an approved leave of absence is terminated by the Employer or the Participant without the resumption of the employment relationship, the Participant shall be treated as incurring a Severance from Employment under this Plan as of the date of termination of the leave of absence.

For purposes of Code section 457(d)(1)(A)(ii), a Participant shall be treated as having had a Severance from Employment during any period the Participant is performing service in the uniformed services described in Code section 3401(h)(2)(A), in accordance with section 105 of the HEART Act and any subsequent guidance issued thereunder.

2.23 TRUST means the custodial account described in Code section 401(f) established pursuant to a separate custodial account agreement that may be entered between the Employer and the Trustee. The Trust is intended to satisfy the requirements of Code section 457(g) and shall be established for the exclusive benefit of Participants and their Beneficiary(ies) in accordance with Code section 457(g).

2.24 TRUSTEE means the custodian named in the separate agreement establishing the Trust and any successor and/or additional qualified custodians.

2.25 VALUATION DATE shall mean the last day of the Plan Year, and such other date or dates as the Administrator shall designate as a Valuation Date.

2.26 VOLUNTARY DEFERRAL ACCOUNT means the account established and maintained on behalf of a Participant to which any Voluntary Deferrals are made, and to which any earnings, losses and/or allocable expenses thereon are allocated.

2.27 VOLUNTARY DEFERRALS means the amount of Compensation that a Participant elects to defer pursuant to a properly submitted Election Form, as described in Section 3.2(b).

**ARTICLE 3**  
**PARTICIPATION IN THE PLAN**

3.1 **ELIGIBILITY; ENROLLMENT.** Each Eligible Employee who was a Participant immediately prior to the Effective Date shall continue to be a Participant as of the Effective Date. Each other Eligible Employee shall become a Participant in the Plan on his or her Entry Date.

Participation in the Mandatory Deferral Account and Employer Contribution Account portion of the Plan is automatic. Participation in the Voluntary Deferral Account portion of the Plan is voluntary. In order to make Voluntary Deferrals under the Plan, an otherwise Eligible Employee must make written application in the manner required by Section 3.2(b).

3.2 **DEFERRALS.**

(a) **Mandatory Deferrals.** Each Participant shall be required to contribute an amount equal to 6.7% of the Participant's Compensation each pay period. Such amounts shall be referred to as "Mandatory Deferrals". Such Mandatory Deferrals shall be deducted from the Participant's Compensation and shall be allocated to the Participant's Mandatory Deferral Account. Mandatory Deferrals shall be subject to the limits of Section 4.1. Mandatory Deferrals, and any earnings thereon, shall be fully vested at all times.

(b) **Voluntary Deferrals.** To the extent not limited by Section 4.1 of the Plan, Eligible Employees may make Voluntary Deferral elections under the Plan by completing an Election Form and submitting it to the Administrator (or its designee), in which case Voluntary Deferrals will be made or commence as of the effective date specified in the Participation Agreement or as soon as administratively practicable thereafter. Such Voluntary Deferrals shall be deducted from the Participant's Compensation and shall be allocated to the Participant's Voluntary Deferral Account. Voluntary Deferrals are subject to the amount limitations specified in Section 4.1 of the Plan.

Pursuant to the administrative rules established by the Employer, Voluntary Deferrals shall be made through regular payroll deductions.

A Participant shall at all times be fully vested in any Voluntary Deferrals he or she elects to contribute to the Plan under this Section, and any deemed earnings thereon.

3.3 **AGE 50 AND OLDER CATCH-UP DEFERRALS.** Notwithstanding any other provision of this Plan, all Participants who are at least age fifty (50) shall be eligible to make catch-up deferrals ("Catch-Up Deferrals") in accordance with, and subject to the limitations of, Code section 414(v) (as added to the Code by the Economic Growth and Tax Relief Reconciliation Act of 2001).

(a) For purposes of this Section, a Participant who is projected to attain age fifty (50) before the end of a calendar year is deemed to be age fifty (50) as of the January 1 of that year.

(b) Except as provided herein, the term "Catch-Up Deferrals" means Voluntary Deferrals which are made to the Plan, pursuant to an eligible Participant's written election and subject to such uniform administrative rules as the Administrator shall establish, which exceed an "applicable limit," defined as:

(1) any limit under Code section 457(b)(2) or 457(e)(15) on deferrals which are permitted to be made (without regard to section 414(v) of the Code and this Section of the Plan) with respect to the Participant to the Plan; or

(2) any limit on deferrals which are permitted to be made (determined without regard to section 414(v) of the Code and this Section of the Plan) with respect to the Participant to the Plan under the terms of the Plan that is not required under the Code.

If an eligible Participant's elective deferrals exceed an "applicable limit" listed above that is determined on a calendar or taxable year basis, such elective deferrals may be herein considered a Catch-Up Deferral at the time of deferral, but only to the extent that the deferrals, when combined with all other Catch-Up Deferrals made with respect to the Participant for the taxable year, do not exceed the lesser of (A) the applicable dollar amount determined under Code section 414(v)(2)(B), or (B) the excess of the Participant's compensation (determined as described in Code section 415(c)(3)) for the Participant's taxable year over the sum of the Participant's elective deferrals, as defined in Code section 414(u)(2)(C) but excluding any contributions made under this Section 3.3, for the Participant's taxable year.

If an eligible Participant's elective deferrals exceed an "applicable limit" listed above that is determined on a Plan Year or limitation year basis, and not on a calendar or taxable year basis, such elective deferrals shall be herein considered a Catch-Up Deferral as of the last day of the relevant Plan Year or limitation year, as applicable, but only to the extent that the deferrals, when combined with all other Catch-Up Deferrals made with respect to the Participant for the Participant's taxable year in which occurs the last day of the relevant Plan Year or limitation year, as applicable, do not exceed the lesser of (A) the applicable dollar amount determined under Code section 414(v)(2)(B), or (B) the excess of the Participant's compensation (determined as described in Code section 415(c)(3)) for the Participant's taxable year over the sum of the Participant's elective deferrals, as defined in Code section 414(u)(2)(C) but excluding any contributions made under this Section 3.3, for the Participant's taxable year.

(c) Any Catch-Up Deferrals made under this Section will be credited to the Voluntary Deferral Account of the Participant. Such Catch-Up Deferral shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code section 457(b)(2) and 457(e)(15). All Catch-up Deferrals shall be one hundred percent (100%) vested at all times.

(d) The Employer shall have the right to amend or revoke a Participant's Catch-Up Deferral election if necessary to ensure that the Participant's total Catch-Up Deferrals for the Plan Year do not exceed the limits described in this Section 3.3.

(e) No Catch-Up Deferrals shall be permitted to be made by a Participant under this Section 3.3 for any year in which the special catch-up limitation on the amount of permitted Deferrals under Code section 457(b)(3) and Section 4.1(b) of this Plan is used in respect of the Participant.

3.4 ROLLOVER CONTRIBUTIONS/TRANSFERS TO PLAN. Any Participant may transfer to the Trust any "Rollover Contributions" (as defined herein). A Participant's Rollover Contribution shall be credited to and held in the Participant's Rollover Contribution Account. A Participant's Rollover Contribution Account shall be one hundred percent (100%) vested in the Participant at all times.

(a) Distributed Amounts Which Are Rolled Over. The term "Rollover Contribution" means an amount contributed to the Plan on or before the sixtieth (60<sup>th</sup>) day after the day the contributing Participant received it from one or more of the following, but only if the amount received by the Employee is a distribution which is eligible for rollover to the Plan under Code section 402(c)(4):

(1) another eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible employer described in Code section 457(e)(1)(A);

(2) a qualified retirement plan under Code section 401(a) or 403(a) (excluding after-tax contributions);

(3) an annuity contract described in Code section 403(b) (excluding after-tax contributions); or

(4) an individual retirement account or annuity described in Code section 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in gross income; or

(5) an individual retirement account or annuity under a SIMPLE plan described in Code section 408(p) that is eligible to be rolled over and would otherwise be includible in gross income after the two-year period beginning on the date on which the participant first participated in the SIMPLE plan.

If a Participant is permitted to roll over amounts into the Plan under this subsection, the Plan shall provide separate accounting for the amounts so rolled over.

(b) Direct Rollovers. The term "Rollover Contribution" also means assets representing a Participant's nonforfeitable interest in one or more of the following, which assets have been transferred directly from the trustee (or other fiduciary) of such other plan, account or annuity to the Trustee of this Plan; provided, however, that such direct transfer constitutes a direct rollover under Code section 402:

(1) another eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible employer described in Code section 457(e)(1)(A);

(2) a qualified retirement plan under Code section 401(a) or 403(a) (excluding after-tax contributions);

(3) an annuity contract described in Code section 403(b) (excluding after-tax contributions);

(4) an individual retirement account or annuity described in Code section 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in gross income; or

(5) an individual retirement account or annuity under a SIMPLE plan described in Code section 408(p) that is eligible to be rolled over and would otherwise be includible in gross income after the two-year period beginning on the date on which the participant first participated in the SIMPLE plan.

If a Participant is permitted to directly roll over amounts into the Plan under this subsection, the Plan shall provide separate accounting for the amounts so directly rolled over.

The Administrator may reject any Rollover Contribution which is not qualified to be a Rollover Contribution to the Plan under the foregoing or under the Code. The Administrator may make all investigations necessary to determine whether any amounts submitted as a Rollover Contribution may be received.

3.5 EMPLOYER CONTRIBUTIONS. The Employer shall contribute on behalf of each Participant an Employer Contribution in an amount equal to 0.8% of the Participant's Compensation each pay period. Any Employer Contribution made on behalf of a Participant shall be allocated to the Participant's Employer Contribution Account. Employer Contributions shall be subject to the limits of Section 4.1. Employer Contributions, and any earnings thereon, shall be fully vested at all times.

3.6 FUNDING OF BENEFITS. The Employer shall contribute to the Trust an amount equal to each Participant's Voluntary Deferrals (including Catch-Up Deferrals) (if any), Mandatory Deferrals, Rollover Contributions (if any), and Employer Contributions as soon as practicable after the Voluntary Deferrals (if any) and Mandatory Deferrals are withheld from the Participant's Compensation, the Rollover Contributions are received under the Plan, and the Employer Contributions are made by the Employer.

## **ARTICLE 4** **MAXIMUM CONTRIBUTIONS**

### 4.1 MAXIMUM CONTRIBUTIONS.

(a) Primary Limitation. The maximum level of Voluntary Deferrals, Mandatory Deferrals, and Employer Contributions which may be credited on behalf of any Participant in any taxable year under the Plan shall not exceed the lesser of the "applicable dollar amount" (as set forth in section 457(e)(15)(A) of the Code and as adjusted pursuant to section 457(e)(15)(B) of the Code) or one hundred percent (100%) of the Participant's Includible Compensation for the taxable year.

Any Catch-Up Deferrals made pursuant to Section 3.3 and/or any Rollover Contributions made pursuant to Section 3.4 shall not be subject to the limitations described in this Section.

(b) Catch-up Limitation. For each of the last three (3) taxable years ending before a Participant's attainment of Normal Retirement Age, the maximum level of Voluntary Deferrals, Mandatory Deferrals, and Employer Contributions which may be credited on behalf of any Participant in any taxable year shall be the lesser of: whatever amount is twice the applicable dollar amount determined under Section 4.1(a) for that current year) or (2) the sum of (i) the maximum level of Voluntary Deferrals, Mandatory Deferrals, and Employer Contributions under Section 4.1(a) for the current year, and (ii) that portion of the maximum level of Voluntary Deferrals, Mandatory Deferrals, and Employer Contributions under Section 4.1(a) for the current year (which, for periods prior to January 1, 2002, shall equal the limit set forth in section 457(b)(2) of the Code) not utilized in prior taxable years in which the Participant was eligible to participate in the Plan. A Participant may use a prior year only if the contributions under the Plan in existence during that year were subject to the maximum deferral amount described in Treas. Reg. 1.457-2(e) (1982) and were made after 1978. The catch-up limitation is available to a Participant during one three-year period only. If the Participant uses the catch-up limitation and then postpones retirement or returns to work after retirement, the catch-up limitation shall not be available again.

(c) Plan Aggregation. If the Employer maintains more than one eligible Code section 457(b) plan, the Employer must aggregate all such plans in determining whether the limits described in this Section 4.1 have been exceeded.

## ARTICLE 5 VOLUNTARY DEFERRAL OF COMPENSATION

5.1 MODIFICATIONS TO AMOUNT DEFERRED. A Participant may change the rate of payroll deduction Voluntary Deferrals by submitting a new, properly executed Election Form to the Administrator (or its designee). Such a change shall take effect as soon as administratively practicable following receipt by the Administrator (or its designee). Changes to the rate of payroll deduction Deferrals are subject to the amount limitations specified in the Plan.

5.2 REVOCATION OF VOLUNTARY DEFERRAL. Any Participant may, at any time during a Plan Year, revoke his or her Voluntary Deferral election by notifying the Administrator (or its designee) in writing.

5.3 DURATION OF VOLUNTARY DEFERRAL ELECTION. Once a payroll deduction Voluntary Deferral election has been made by a Participant, the election shall continue in effect until the Participant's Severance from Employment, unless the Participant modifies the payroll deduction Voluntary Deferral election in accordance with Section 5.1 or revokes the payroll deduction Voluntary Deferral election in accordance with Section 5.2.

5.4 USERRA. Notwithstanding anything in the Plan to the contrary, contributions and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

## 5.5 EXCESS DEFERRALS.

(a) Return of Excess Deferrals. Except as provided in (b), below, in accordance with any guidance issued by the Internal Revenue Service, any amount deferred by a Participant in any taxable year under Section 3.2 which causes the limits described in Section 4.1 to be exceeded shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Administrator determines that the limits described in Section 4.1 have been exceeded. Excess Voluntary Deferrals shall be returned before addressing any excess Mandatory Deferrals or Employer Contributions.

(b) Excess Deferrals Arising From Application of the Individual Limitation. Notwithstanding (a), above, Participant Voluntary Deferrals to the Plan which cause the limits described in Section 4.1 to be exceeded as a result of the Participant's participation in plans other than eligible Code section 457(b) plans maintained by the Employer may, but are not required to be, returned to the Participant, with allocable net income, as soon as administratively practicable after the Administrator determines that the limits described in Section 4.1 have been exceeded.

## **ARTICLE 6** **DISTRIBUTION OF BENEFITS**

6.1 ELIGIBILITY FOR PAYMENT. Distribution of a Participant's Account from the Plan shall not be made earlier than the first to occur of (i) the Participant's Severance from Employment, (ii) the Participant's death, (iii) in the case of certain Qualified Disasters (as described in Section 6.2), or (iv) following attainment of age 59 1/2 subject to the rules set forth in Section 6.8.

6.2 DISASTER RELIEF. The effective date of this Section with regard to any Qualified Disaster, as defined below, shall be the date the disaster was declared or, if later, the date that the Plan may be administered consistent with the following with the assistance of the Plan's service providers. Further, this Section is intended as good faith compliance with SECURE 2.0 and shall be interpreted in a manner consistent with SECURE 2.0 Section 331 and any Treasury Regulations and/or other authoritative guidance issued thereunder, and such guidance is herein incorporated by reference, notwithstanding any provision of the Plan to the contrary.

The Administrator may adopt a uniform, nondiscriminatory disaster relief policy to authorize Qualified Individuals, as defined below, to receive the disaster relief described in this Section as authorized in the policy. If and to the extent such a policy is adopted, the terms of such policy shall govern to the extent that any provision below is inconsistent with the policy. The disaster relief policy may (1) specify the Qualified Disasters for which relief applies, (2) specify the portion of the Plan Account from which a distribution may be made and any conditions applicable with respect thereto, (3) limit the amount available with respect to a Qualified Disaster Recovery Distribution, as defined below, to an amount less than the Maximum Amount, as defined below, (4) impose (within the limitations described in this Section) different conditions or different relief for different Qualified Disasters, or (5) impose other reasonable nondiscriminatory limitations.

A Qualified Individual may take from the Plan one or more Qualified Disaster Recovery Distributions. The total amount of Qualified Disaster Recovery Distributions to a

Qualified Individual pursuant to this Section from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m) or (o), will not exceed the Maximum Amount per Qualified Disaster. The Qualified Disaster Recovery Distributions from this Plan to a Qualified Individual for a single Qualified Disaster will not exceed the lesser of the Maximum Amount or one-half of the individual's vested Plan Account balance at the time a Qualified Disaster Recovery Distribution is requested.

The following definitions apply for purposes of this Section 6.2:

- (a) The "Maximum Amount" with regard to a Qualified Disaster is \$22,000.
- (b) A "Qualified Disaster" is a major disaster declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act after December 27, 2020.
- (c) With respect to a Qualified Disaster, the "Disaster Area" is the area with respect to which a Qualified Disaster was declared.
- (d) With respect to a Qualified Disaster, the "Incident Period" is the period specified by the Federal Emergency Management Agency as the period during which the Qualified Disaster occurred.
- (e) With respect to a Qualified Disaster, the "Applicable Date" is the latest of (1) December 29, 2022, (2) the first day of the Incident Period for the disaster, or (3) the date the disaster was declared by the President.
- (f) With respect to a Qualified Disaster, the "Applicable Period" is the period beginning on the first day of the Incident Period of the disaster and ending on the date which is 179 days after the last day of such Incident Period.
- (g) A "Qualified Disaster Recovery Distribution" is a distribution to a Qualified Individual with respect to a Qualified Disaster during the Applicable Period.
- (h) With respect to a Qualified Disaster, a "Qualified Individual" is an individual whose principal place of abode during the Incident Period of the Qualified Disaster was located in the Disaster Area, and who sustained an economic loss by reason of the Qualified Disaster. Participants, alternate payees and Beneficiaries of deceased Participants can be treated as Qualified Individuals. The Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Administrator has knowledge to the contrary.

6.3 COMMENCEMENT OF DISTRIBUTIONS. Except as otherwise provided in this Plan, distribution of a Participant's Account shall commence on the latest date permitted under Section 6.5 and shall be paid in the form of minimum required distributions in accordance with the minimum required distribution rules of section 401(a)(9) of the Code, as incorporated by section 457(d)(2) of the Code, and the regulations issued thereunder.

Notwithstanding the preceding, prior to the commencement of distributions of a Participant's Account (as specified in the preceding paragraph) and in accordance with the rules established by the Administrator, the Participant may elect to postpone the commencement of distribution of his or her Account, subject to Section 6.5.

6.4 DEATH DISTRIBUTION PROVISIONS. If the Participant dies before distribution of his or her Account is completed, the Participant's Account will be distributed to the Beneficiary in a single lump sum, in accordance with the minimum required distribution rules of section 401(a)(9) of the Code, as incorporated by section 457(d)(2) of the Code, and the regulations issued thereunder.

6.5 REQUIRED DISTRIBUTIONS. This Section is included in the Plan to comply with section 401(a)(9) of the Code, as incorporated by section 457(d)(2) of the Code, and the regulations thereunder. To the extent that there is any conflict between the provisions of section 401(a)(9) of the Code and the regulations thereunder and any other provision in the Plan, the provisions of section 401(a)(9) of the Code and the regulations thereunder, including Treasury Regulation section 1.401(a)(9)-1 through 1.401(a)(9)-8, will control. If the Participant's spouse is not the Beneficiary with respect to any distribution of benefits, the method of distribution elected must satisfy the incidental death benefit requirements specified in section 401(a)(9)(G) of the Code. The Plan shall comply with the Final and Temporary Regulations under Code section 401(a)(9); provided, the Plan shall be treated as having complied with section 401(a)(9) and the Final and Temporary Regulations issued thereunder if the Plan complies with a reasonable and good faith interpretation of Code section 401(a)(9). Notwithstanding any other provision of the Plan to the contrary, this Section shall be interpreted in a manner consistent with the Setting Every Community Up for Retirement Enhancement Act of 2019 (the "SECURE Act") and the SECURE 2.0 Act of 2022, enacted by Congress as Division T of the Consolidated Appropriations Act of 2023 (the "SECURE Act 2.0") and subsequent legislation and/or guidance issued thereunder, and such legislation and/or guidance is herein incorporated by reference.

6.6 DIRECT ROLLOVERS. Notwithstanding any other provision of the Plan to the contrary, any Distributee (as defined below) who is to receive an Eligible Rollover Distribution may elect the direct trustee-to-trustee rollover of the distribution to an Eligible Retirement Plan. A direct rollover election must be made pursuant to the procedures established by the Administrator and must specify the Eligible Retirement Plan to which the direct rollover is to be made. If the Distributee elects a direct rollover as permitted hereunder, the Administrator shall make the rollover as elected.

For purposes of this Section, the term "Eligible Rollover Distribution" has the meaning given such term in Code section 401(a)(31)(C) and currently means any distribution on or after the Effective Date of all or any portion of the balance to the credit of the Distributee, except (i) any distribution that is one of a series of substantially equal periodic payments (not less frequent than annual) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (iv) any distribution which is made upon hardship of the Participant; (v) any corrective distribution; and (vi) any deemed distribution.

For purposes of this Section, the term Eligible Retirement Plan has the meaning given such term in Code section 401(a)(31)(D) and currently means (i) an individual retirement account described in Code section 408(a), (ii) an individual retirement annuity described in Code section 408(b) (other than an endowment contract), (iii) an annuity plan described in Code section 403(a), (iv) a qualified trust that is a defined contribution plan described in Code section 401(a), the terms of which permit the acceptance of direct rollovers, (v) an annuity contract described in Code section 403(b) and (vi) an eligible plan under Code section 457(b) which is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State. This definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a "domestic relations order", as defined in Code section 414(p)(1)(A)(i).

For purposes of this Section, the term Distributee includes the Participant and the Participant's surviving spouse. In addition, Distributee includes the Participant's spouse or former spouse who is the alternate payee under a "domestic relations order", as defined in Code section 414(p)(1)(A)(i), with respect to the payee's interest under the Plan.

6.7 PLAN-TO-PLAN TRANSFERS. Amounts deferred on behalf of a former Participant of the Plan shall, instead of being distributed upon Severance from Employment, be automatically transferred to another eligible deferred compensation plan maintained by an "eligible employer" within the meaning of Code section 457(e)(1)(A) in which the former Participant has become a Participant provided:

- (a) the plan receiving such amounts provides for acceptance of such transfers;
- (b) the former Participant whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to the former Participant immediately before the transfer; and
- (c) any of the following are true: (i) the Participant's Severance from Employment occurs and the Participant is performing services for the entity maintaining the receiving plan, regardless of whether or not such entity is within the same state as the Employer; or (ii) the Employer is the entity which maintains the receiving plan and the Participants whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless they are performing services for the Employer; or (iii) the following three conditions are satisfied:
  - (1) all of the assets held by the Plan are transferred;
  - (2) the transfer is to another eligible deferred compensation plan maintained by an "eligible employer" within the meaning of Code section 457(e)(1)(A) that is a state entity within the same state as the Employer; and

(3) the Participants whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless they are performing services for the entity maintaining the receiving plan.

A Participant's request for a plan-to-plan transfer from the Plan shall constitute a certification by the Participant that the above requirements are satisfied.

This Plan shall accept the transfer of amounts maintained on behalf of a Participant under another eligible deferred compensation plan (as defined in section 457 of the Code) maintained by an "eligible employer" within the meaning of Code section 457(e)(1)(A) provided that: (i) the transfer is permitted under the transferor plan, (ii) the Participant will have deferred in the Plan immediately after the transfer an amount which is at least equal to the amount deferred in the transferor plan immediately prior to the transfer; and (iii) the Participant has severed employment with the employer maintaining the transferor plan, all of the assets held by the transferor plan are transferred and the employer maintaining the transferor plan is a state entity within the same state as the Employer, or the Employer maintains the transferor plan.

6.8 IN-SERVICE DISTRIBUTIONS UPON ATTAINMENT OF AGE 59 1/2. A Participant who has reached age fifty-nine and one-half (59 ½) and who no longer qualifies as an Eligible Employee under the Plan may elect to receive a distribution from his or her Account regardless of whether he or she has experienced a Severance from Employment. The Participant may elect to receive his or her distribution in any form of payment permitted under Section 7.2.

## **ARTICLE 7** **FORM OF PARTICIPANT'S BENEFIT DISTRIBUTION**

7.1 ELECTION. A Participant may elect the form of distribution of his or her Account and may revoke that election (with or without a new election) at any time before the date distribution of the Participant's Account is to commence, as provided in the Plan, by notifying the Administrator (or its designee) in writing.

7.2 AVAILABLE FORMS OF PAYMENT. Distributions may be made in any of the following forms, as elected by the Participant:

- (a) Regular installments over a fixed period not to exceed a distribution period otherwise permitted under Code section 401(a)(9);
- (b) An annuity (guaranteed income stream);
- (c) A lump sum; or
- (d) A partial lump sum.

Notwithstanding any provision to the contrary, if the Participant's Account (excluding any amount in the Participant's Rollover Contribution Account) is equal to or less than the dollar limit under section 411(a)(11)(A) of the Code on the Participant's date of Severance from

Employment, the Account may, in the discretion of the Employer, be distributed in a lump sum cash payment as soon as administratively practicable after the Participant's Severance from Employment.

## **ARTICLE 8** **BENEFICIARY INFORMATION**

8.1 **DESIGNATION**. A Participant shall have the right to designate a Beneficiary or Beneficiaries, and amend or revoke that designation at any time, in writing. The designation, amendment or revocation shall be effective upon receipt of the written designation, amendment or revocation by the Administrator.

8.2 **SPECIAL RULES**. The designated Beneficiary or Beneficiaries will receive the balance of the Participant's Account balance upon the Participant's death in accordance with Section 6.4 and the following:

(a) Participants may designate primary and secondary Beneficiaries. A secondary Beneficiary and/or Beneficiaries will become entitled to a distribution of any remaining balance of the Participant's Account only after the death of any and all primary Beneficiaries.

(b) If more than one Beneficiary is named in either category, benefits will be paid according to the following rules:

(1) Beneficiaries can be designated to share equally in, or to receive specific percentages of, the remaining balance, if any, of the Participant's Account.

(2) If a Beneficiary dies before the Participant, only the surviving Beneficiaries will be eligible to receive any Plan benefits in the event of the death of the Participant. If more than two Beneficiaries are originally named to receive different percentages of the benefits, surviving Beneficiaries will share in the same proportion to each other as indicated in the original designation.

(c) A person, trustee, estate or other legal entity may be designated as a Beneficiary.

(d) If a married Participant designates his or her spouse as Beneficiary under the Plan, such designation shall automatically become null and void as of the date of any final divorce or similar decree or order; except that the Participant may re-designate such former spouse as his or her Beneficiary after the date of the final decree or order.

(e) If a Beneficiary has not been designated, or a designation is ineffective due to the death of any and all Beneficiaries prior to the death of the Participant, or the Administrator is unable for a period of one (1) year to locate the designated Beneficiary, or the designation is ineffective for any reason, the surviving spouse of the Participant shall be the Beneficiary, or, if the Participant is not married at the time of death, the estate of the Participant shall be the Beneficiary.

**ARTICLE 9**  
**PLAN ADMINISTRATION**

9.1 PLAN ADMINISTRATION. The Employer, or any individual or committee designated by the Employer, shall be the Administrator of the Plan.

Except as specifically provided herein, the Administrator shall have responsibility for and the sole control of the operation, administration and recordkeeping of the Plan, shall direct payment of Plan benefits and shall have the power and authority, in its discretion, to take all actions and to make all decisions and interpretations which may be necessary or appropriate in order to administer and operate the Plan, including, without limiting the generality of the foregoing, the power, duty and responsibility to:

(a) Resolve and determine all disputes or questions arising under the Plan, including the power to determine the rights of employees, Participants and Beneficiaries, and their respective benefits, and to remedy any ambiguities, inconsistencies or omissions in the Plan.

(b) Adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan.

(c) Implement the Plan in accordance with its terms and the rules and regulations adopted as above.

(d) Enter into agreements on behalf of the Employer necessary to implement the Plan.

If the Administrator is a Plan Participant, he or she may participate in the Plan, but shall not be entitled to make decisions solely with respect to his or her own Plan participation.

9.2 INVESTMENT EARNINGS OR LOSSES. If procedures are implemented which permit Participants to direct the investment of their Plan Accounts, the Trustee shall establish such investment options as the Administrator shall direct, and shall divide the trust among investment options in accordance with the investment directions of Participants which are made as provided in this Plan. Investment options shall be established either by direct investment or through the medium of a bank, a trust fund, an insurance contract or regulated investment company mutual fund, as the Administrator shall direct. Each investment option (a) shall be held and administered as part of the Trust, but (b) shall be separately invested and accounted for.

The assets of the Trust invested in each of the options shall be separately valued at fair market value as of the appropriate Valuation Date.

9.3 SEPARATE ACCOUNTS. A separate account under the Plan shall be established and maintained by the Employer to reflect the Account for each Participant with sub-accounts to separately show the earnings and losses credited or debited to such Account, and the applicable investments of the Account. Each Participant's Account shall be credited with the amount of any Voluntary Deferrals, Mandatory Deferrals, Rollover Contributions, Catch-Up Deferrals, Employer

Contributions and any amounts transferred pursuant to Section 6.8 and shall be further credited or debited, as applicable, with (i) any increase or decrease resulting from investments pursuant to Section 9.2, (ii) any expenses incurred by the Employer or the Administrator in maintaining and administering this Plan, which may be paid out of the Plan as designated in the Plan and in the Trust agreement, and (iii) the amount of any distribution. The separate accounts may be reflected by the accounts which are allocated to such Participant within an investment or insurance product.

9.4 PARTICIPANT INVESTMENT ELECTIONS. The Administrator may establish and implement procedures pursuant to which each Participant and each former Participant with an Account shall be permitted to direct the investment of all or a portion of his or her Account into one or more investment options described in Section 9.2. If any such Participant or former Participant fails to make an investment election, such Participant's or former Participant's Account shall be invested in an investment option, or a combination of investment options, selected by the Administrator, which offer(s) reasonable opportunities for capital appreciation, preservation of capital, and/or liquidity. Investment elections may be changed, subject, however, to any rules established by the Administrator and any rules or restrictions of any insurance company or other entity serving as the manager or funding vehicle of any of the investment funds. Investment elections shall be subject to such uniform rules and procedures as the Administrator shall establish. Any earnings or losses attributable to a Participant's directed investments shall be allocated to that Participant's Account.

## **ARTICLE 10** **IMPERMISSIBILITY OF LOANS**

10.1 NO LOAN PROGRAM. Loans to Participants and Beneficiaries shall not be permitted under the Plan.

## **ARTICLE 11** **AMENDMENT OR TERMINATION OF PLAN**

11.1 AMENDMENT OF PLAN. The Employer shall have the right to amend the Plan, at any time and from time to time, in whole or in part.

11.2 TERMINATION. Although the Employer has established this Plan with the intention and expectation to maintain the Plan indefinitely, the Employer may terminate or discontinue the Plan in whole or in part at any time without any liability for such termination or discontinuance. Upon Plan termination, all Voluntary Deferrals, Mandatory Deferrals, Rollover Contributions, Catch-Up Deferrals, Employer Contributions shall cease. The Employer (or the Trust, if applicable) shall retain all Accounts until distribution commences under Article 6 in the form determined under Article 7 or, if the Administrator elects, distribution of benefits shall be made to Participants or Beneficiaries as soon as practicable after termination.

**ARTICLE 12**  
**THE TRUST**

12.1 **ESTABLISHMENT OF TRUST.** The Employer shall establish a custodial account as described in Code section 401(f) (the "Trust") with a custodian, who shall be treated pursuant to the terms of the separate custodial agreement that shall be entered into between the Employer and the Trustee.

The custodial account that is treated as a Trust shall comply with Code section 457(g) and Code section 401(f) and no part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiary(ies).

Notwithstanding any contrary provision of the Plan, including any annuity contract issued under the Plan, in accordance with Code section 457(g), all amounts of Compensation deferred pursuant to the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights may be held in one or more annuity contracts, as defined in Code section 401(g) issued by an insurance company qualified to do business in the State where the contract was issued, for the exclusive benefit of participants and beneficiaries under the Plan. For this purpose, the term "annuity contract" does not include a life health or accident, property, casualty or liability insurance contract. In such case, all amounts of Compensation deferred under the Plan shall be transferred to an annuity contract described Code section 401(f) within a period that is no longer than is reasonable for the proper administration of the accounts of Participants.

**ARTICLE 13**  
**MISCELLANEOUS**

13.1 **LIMITATION OF RIGHTS.** Neither the establishment of this Plan nor any modification of the Plan, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving a Participant or other person any legal or equitable right against the Employer except as provided in the Plan.

13.2 **NO CONTRACT OF EMPLOYMENT.** Nothing in this Plan shall be deemed to be an agreement, consideration, inducement or condition of employment, nor shall the rights or obligations of the Employer or of any employee employed by the Employer to continue or terminate employment at any time be affected by this Plan.

13.3 **LIMITATION ON ASSIGNMENT.** Benefits under this Plan may not be assigned, sold, transferred, or encumbered, and any attempt to do so shall be void. A Participant's or Beneficiary's interest in benefits under the Plan shall not be subject to debts or liabilities of any kind and shall not be subject to attachment, garnishment or other legal process. Notwithstanding the foregoing, amounts held for the benefit of a Participant may be paid in accordance with a "qualified domestic relations order" as defined in Code section 414(p), so long as the payment complies with Code section 414(p).

13.4 REPRESENTATIONS. The Employer does not represent or guarantee that any particular federal or state income, payroll, personal property or other tax consequence will result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation. Furthermore, the Employer does not represent or guarantee successful investment of Voluntary Deferrals, Mandatory Deferrals or Employer Contributions (if any), and shall not be required to repay any loss which may result from any investment or lack of investment.

13.5 SEVERABILITY. If a court of competent jurisdiction holds any provisions of this Plan to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

13.6 APPLICABLE LAW. This Plan shall be construed in accordance with applicable federal law and, to the extent otherwise applicable and to the extent not superseded by applicable federal law, the laws of the State of Texas.

13.7 CLAIMS PROCEDURE. A Participant or Beneficiary (hereinafter referred to as a "Claimant") who believes he or she is entitled to any benefit under this Plan may file a claim for benefits (a "claim") with the Employer. The Claimant shall present the claim, in writing, to the Employer and the Employer shall respond in writing. If the claim is denied, the written notice of denial shall state, in a manner calculated to be understood by the Claimant:

(a) The specific reason or reasons for denial, with specific references to the Plan provisions on which the denial is based;

(b) A description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or information is necessary; and

(c) An explanation of the Plan's claims review procedure.

The written notice denying or granting the Claimant's claim shall be provided to the Claimant within ninety (90) days after the Employer's receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished by the Employer to the Claimant within the initial ninety (90) day period and in no event shall such an extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period. Any extension notice shall indicate the special circumstances requiring the extension and the date on which the Employer expects to render a decision on the claim. Any claim not granted or denied within the period noted above shall be deemed to have been denied.

Any Claimant whose claim is denied, or deemed to be denied under the preceding sentence, (or such Claimant's authorized representative) may, within sixty (60) days after the Claimant's receipt of notice of the denial, or after the date of the deemed denial, request a review of the denial by notice given, in writing, to the Employer. Upon such a request for review, the claim shall be reviewed by the Employer (or its designated representative) which may, but shall not be

required to, grant the Claimant a hearing. In connection with the review, the Claimant may have representation, may examine pertinent documents, and may submit issues and comments in writing.

The decision on review normally shall be made within sixty (60) days of the Employer's receipt of the request for review. If an extension of time is required due to special circumstances, the Claimant shall be notified, in writing, by the Employer, and the time limit for the decision on review shall be extended to one hundred twenty (120) days. The decision on review shall be in writing and shall state, in a manner calculated to be understood by the Claimant, the specific reasons for the decision and shall include references to the relevant Plan provisions on which the decision is based. The written decision on review shall be given to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) time limit discussed above. If the decision on review is not communicated to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) period discussed above, the claim shall be deemed to have been denied upon review. All decisions on review shall be final and binding with respect to all concerned parties.

13.8 PAYMENT OF FEES AND EXPENSES. Administration fees and Trustee fees of the Plan and the Trust and any expenses (including any taxes generated by the realized earnings of Participants' Accounts) incurred in connection with the Plan and the Trust shall be paid by the Employer or from Participants' Accounts as determined by the Employer. If any item constituting a fee or expense is allocable to any particular Participant's Account, the Employer may, at its discretion, charge only that Participant's Account for the item according to such reasonable procedures as the Employer deems appropriate.

13.9 DISCRETIONARY ACTS. Whenever in the administration or operation of the Plan discretionary actions by the Employer are required or permitted, the Employer shall not be required to apply such actions consistently or uniformly to all persons similarly situated; provided, however, no such action shall be taken which shall unlawfully discriminate in favor of any particular person or group of persons.

13.10 LITIGATION. In any action or judicial proceeding affecting the Plan, it shall be necessary to join as a party only the Employer. Except as may be otherwise required by law, in any action or judicial proceeding affecting the Plan, no Participant or Beneficiary shall be entitled to any notice or service of process, and any final judgment entered in such an action shall be binding on all persons interested in, or claiming under, the Plan.

13.11 STATUTE OF LIMITATIONS. No legal action may be commenced or maintained to recover benefits under this Plan more than twelve (12) months after the final review/appeal decision by the Administrator has been rendered (or deemed rendered).

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, this amendment and restatement of the Plan has been duly executed by the Employer, effective as of November 28, 2025.

**WITNESS/ATTEST**

**COUNTY OF BRAZORIA, TEXAS**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BRAZORIA COUNTY  
TOTAL DISABILITY RETIREMENT BENEFIT PLAN

Amendment and Restatement  
Effective as of November 28, 2025

ARTICLE 1 --PURPOSE

The County of Brazoria adopts this Plan to provide supplemental disability benefits for eligible Employees who are Totally Disabled as of November 28, 2025. Historically, the Plan has been referred to as the "Self-Completion Annuity Benefit" under the summary of The Alternate Plan for Brazoria County Employees.

ARTICLE II--DEFINITIONS

2.1 Active Participation Date: "Active Participation Date" means an Employee's date of hire with the Employer.

2.2 Annuity Deposits: The term "Annuity Deposits" means sum of the mandatory contributions made by Employees pursuant to the terms of the Employer's 457(b) Plan during the relevant period (i.e., 6.7% of compensation, as defined under the 457(b) Plan).

2.3 Disability Effective Date: The term "Disability Effective Date" means the first day on which an Employee's Total Disability is determined to exist.

2.4 Employee: The term "Employee" means any person who performs services for the Employer (or, in the case of an Employee who becomes Totally Disabled, performed services for the Employer on and before the Disability Effective Date).

2.5 Employer: The term "Employer" means the County of Brazoria, Texas and its successors.

2.6 Insurer: The term "Insurer" means American United Life Insurance Company and/or Lincoln National Insurance Company, and their successors.

2.7 Qualified Participant: The term "Qualified Participant" means an Employee who satisfies the following requirements as of November 28, 2025:

- (a) The Employee is Totally Disabled as defined in Article III;
- (b) The Employee was employed by the Employer on the Disability Effective Date;
- (c) At least 9 months elapsed between the Employee's Active Participation Date and Disability Effective Date;

(d) The Employee has complied in all respects with the requirements for Proof of Disability in Section 3.5;

(e) During at least 9 of the 12 months immediately preceding the Employee's Disability Effective Date, the Employee made mandatory contributions (i.e., 6.7% of compensation) pursuant to the terms of the 457(b) plan sponsored by the Employer; and

(f) The Total Disability continued without interruption for at least 180 consecutive days.

### ARTICLE III--TOTAL DISABILITY

3.1 Total Disability: Subject to Sections 3.2 and 3.3, the term "Total Disability" means the complete inability of the Employee to perform the substantial and material duties of his or her regular occupation and his or her complete inability to engage in any employment or occupation for which the Employee is or becomes qualified by reason of education, training, or experience, as the result of an injury or sickness. Notwithstanding the preceding, however, if the Employee's condition is due to an injury or a sickness which first manifested itself prior to the Employee's Active Participation Date, then two years must have elapsed since (i) the injury occurred or the sickness last manifested itself, or (ii) since the Employee's Active Participation Date, whichever occurs first, for such condition to be considered a "Total Disability" for purposes of this Plan.

A sickness will be considered to have manifested itself if medical advice or treatment therefor was recommended by or received from a licensed physician or if such sickness resulted in the existence of symptoms which would have caused an ordinary prudent person to seek medical diagnosis, care or treatment.

3.2 Exclusions: Notwithstanding the provisions of Section 3.1, an Employee shall not be considered to have a Total Disability for purposes of this Plan, even if he or she has a condition that otherwise satisfies the requirements of Section 3.1, if such condition results from:

(a) mental or emotional disorders, alcoholism or drugs, unless prescribed by a physician; or

(b) war or any act of war (declared or undeclared); participation in a felony, riot or insurrection; service in the armed forces or units auxiliary thereto; or

(c) attempted suicide or intentionally self-inflicted injury; or

(d) aviation, except as a fare-paying passenger on a scheduled aircraft; or

(e) cosmetic surgery, except that "cosmetic surgery" shall not include reconstructive surgery when such service is incidental to trauma, infection or other diseases of the involved part.

3.3 Recurrent Disability: If, following a period of Total Disability, the Qualified Participant resumes his regular occupation with the Employer and performs all the important duties

thereof for a continuous period of 180 days or more, any subsequent Total Disability resulting from or contributed to by the same cause or causes shall be considered as a new period of Total Disability and the Employee will no longer be eligible to receive benefits under this Plan.

If the period during which the Qualified Participant resumes his regular occupation is less than 180 consecutive days, such subsequent Total Disability shall be deemed a continuation of the previous Total Disability and the individual will be eligible to receive benefits under the Plan on the same basis as before the Qualified Participant resumed his regular occupation.

### 3.4 Proof of Disability:

(a) Form and Nature of Proof: The Employee shall provide any and all information required by the Insurer in order to establish proof of the existence of Total Disability.

(b) Notice and Filing of Proof: Written notice of a claim must be given to the Insurer by the Employee within 60 days after the 180-day period of continuous Total Disability, as described in Section 2.2(f). Thereafter, all of the Insurer's requirements for proof of loss must be satisfied within 60 days after receipt by the Employee of the Insurer's proof of loss requirements.

(c) Proof of Continuing Disability: When and as often as it may reasonably require during the pendency of a claim hereunder, the Insurer at its own expense, shall have the right and opportunity to have a licensed physician of its choice examine the Employee whose injury or sickness is the basis of the claim.

## ARTICLE IV--BENEFITS

### 4.1 Source of Benefits; Determination of Benefits:

(a) The Employer maintains a group annuity contract to provide a source of funds from which it may pay Plan benefits. On a monthly basis, the Employer shall remit to the Insurer the contribution required by the Insurer to maintain the annuity contract. Such contributions shall be paid by the Employer from its general assets.

(b) The Insurer shall establish and maintain an account on behalf of each Qualified Participant (the "Total Disability Benefit Account" or "Account") as described in Article V, and shall credit to each Qualified Participant's Account, on a monthly basis, an amount determined in accordance with this Section. The amount of the Qualified Participant's monthly credit shall be derived by dividing (i) by (ii) where:

(i) is the total amount of Annuity Deposits made on behalf of the Qualified Participant during the 36 months immediately preceding his or her Disability Effective Date, less any amounts withdrawn by or for the Qualified Participant during that period; and

(ii) is the lesser of 36 or the number of months immediately preceding the Qualified Participant's Disability Effective Date and counting back to the month on which the first Annuity Deposit was made on behalf of the Qualified Participant.

(c) The first credit to an Account by the Insurer for a Qualified Participant shall be made on or about the last day of the month which follows the month in which the 180-day requirement for establishment of his Disability Effective Date is satisfied, and shall equal the total of seven monthly credits. Thereafter, subject to the provisions of Section 4.2, the Insurer shall make monthly credits until the earliest of the Qualified Participant's (i) the termination of Total Disability; (ii) attainment of age 65; or (iv) death.

(d) Notwithstanding anything to the contrary in this Plan, if the Insurer has made monthly credits on behalf of an alleged Qualified Participant, and the Insurer subsequently determines that such Employee was not Totally Disabled in accordance with the definition in Article III, or was otherwise not entitled to such credits for one or more months during which the Insurer credited them, then the Insurer shall deduct from that Employee's Total Disability Benefit Account all amounts credited during any and all months in which the Employee was not entitled to such credits, plus any interest credited to such amounts in accordance with Section 5.2.

4.2 Failure to Provide Continuing Proof: A monthly credit shall not be made by the Insurer for a Qualified Participant under this Plan during any period of time in which the Qualified Participant refuses to be examined by a licensed physician when reasonably requested by the Insurer or refuses to provide the Insurer with information which it believes is necessary to establish continuing qualification pursuant to Section 3.4(c).

4.3 Disability Benefit Payments: The value of the Qualified Participant's Total Disability Benefit Account shall be applied to the purchase of a life annuity (no period certain) upon the Qualified Participant's attainment of age 65. Notwithstanding the preceding, in the event the balance of the Total Disability Benefit Account is not sufficient to purchase a single life annuity (no period certain), as reasonably determined by the Employer and Insurer, then the Participant will receive a single lump sum payment of an amount equal to his Total Disability Benefit Account balance.

4.4 Pre-Annuity Death Benefit: In the event of the Qualified Participant's death prior to the application of his Total Disability Benefit Account balance under this Section to the purchase of a life annuity (no period certain), his or her Total Disability Benefit Account balance shall be paid in a single lump sum to his or her designated beneficiary.

## ARTICLE V--INDIVIDUAL ACCOUNTING

5.1 Establishment of Accounts: The Insurer shall establish and maintain individual accounting for each Qualified Participant (each a "Total Disability Benefit Account"). The maintenance of such accounts is only for accounting purposes and a segregation of the assets held under Plan shall not be required. At any point in time, the value of the Total Disability Benefit Account shall equal the aggregate monthly credits made to it, less permitted deductions from the Total Disability Benefit Account, in accordance with Article IV, plus interest as described in Section 5.2.

5.2 Interest: Interest will be credited and guaranteed in accordance with the terms of the annuity contract supporting the benefits provided by this Plan, except that the Employer reserves the right to credit a lesser interest rate hereunder than may be credited, from time to time, under such annuity contract. Interest shall continue to be credited to a Total Disability Benefit Account until such account is no longer maintained by the Insurer.

#### ARTICLE VI--TERMINATION

6.1 Termination: The Employer reserves the right to terminate this Plan at any time.

#### ARTICLE VII – MISCELLANEOUS

7.1 Limitation of Rights: Neither the establishment of this Plan nor any modification of the Plan, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving an Employee or other person any legal or equitable right against the Employer except as provided in the Plan.

7.2 No Contract of Employment: Nothing in this Plan shall be deemed to be an agreement, consideration, inducement or condition of employment, nor shall the rights or obligations of the Employer or of any employee employed by the Employer to continue or terminate employment at any time be affected by this Plan.

7.3 Limitation on Assignment: Benefits under this Plan may not be assigned, sold, transferred, or encumbered, and any attempt to do so shall be void. A Qualified Participant's (or beneficiary's) interest in benefits under the Plan shall not be subject to debts or liabilities of any kind and shall not be subject to attachment, garnishment or other legal process.

7.4 Severability: If any provision of the Plan is held to be illegal or void, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

7.5 Applicable Law: This Plan shall be construed in accordance with applicable federal law and, to the extent otherwise applicable and to the extent not superseded by applicable federal law, the laws of the State of Texas.

7.6 Claims Procedure: Any person claiming a benefit under the Plan (a "Claimant") shall present the claim, in writing, to the Employer (or its designee) and the Employer (or designee) shall respond in writing. If the claim is denied, the written notice of denial shall state, in a manner calculated to be understood by the Claimant:

(a) The specific reason or reasons for denial, with specific references to the Plan provisions on which the denial is based;

(b) A description of any additional material or information necessary for the Claimant to perfect his or her claim and an explanation of why such material or information is necessary; and

(c) An explanation of the Plan's claims review procedure.

The written notice denying or granting the Claimant's claim shall be provided to the Claimant within ninety (90) days after the Employer's (or its designee's) receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice of the extension shall be furnished by the Employer (or its designee) to the Claimant within the initial ninety (90) day period and in no event shall such an extension exceed a period of ninety (90) days from the end of the initial ninety (90) day period. Any extension notice shall indicate the special circumstances requiring the extension and the date on which the Employer (or its designee) expects to render a decision on the claim. Any claim not granted or denied within the period noted above shall be deemed to have been denied.

Any Claimant whose claim is denied, or deemed to be denied under the preceding sentence, (or such Claimant's authorized representative) may, within sixty (60) days after the Claimant's receipt of notice of the denial, or after the date of the deemed denial, request a review of the denial by notice given, in writing, to the Employer (or its designee). Upon such a request for review, the claim shall be reviewed by the Employer (or its designee) which may, but shall not be required to, grant the Claimant a hearing. In connection with the review, the Claimant may have representation, may examine pertinent documents, and may submit issues and comments in writing.

The decision on review normally shall be made within sixty (60) days of the Employer's (or its designee's) receipt of the request for review. If an extension of time is required due to special circumstances, the Claimant shall be notified, in writing, by the Employer (or its designee), and the time limit for the decision on review shall be extended to one hundred twenty (120) days. The decision on review shall be in writing and shall state, in a manner calculated to be understood by the Claimant, the specific reasons for the decision and shall include references to the relevant Plan provisions on which the decision is based. The written decision on review shall be given to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) time limit discussed above. If the decision on review is not communicated to the Claimant within the sixty (60) day (or, if applicable, the one hundred twenty (120) day) period discussed above, the claim shall be deemed to have been denied upon review. All decisions on review shall be final and binding with respect to all concerned parties.

7.7 Statute of Limitations: No legal action may be commenced or maintained to recover benefits under this Plan more than twelve (12) months after the final review/appeal decision by the Administrator has been rendered (or deemed rendered).

7.8 Payment of Fees and Expenses: Administration fees and any expenses incurred in connection with the Plan shall be paid by the Employer.

7.9 Discretionary Acts: Whenever in the administration or operation of the Plan discretionary actions by the Employer are required or permitted, the Employer shall not be required to apply such actions consistently or uniformly to all persons similarly situated; provided, however, no such action shall be taken which shall unlawfully discriminate in favor of any particular person or group of persons.

7.10 Litigation: In any action or judicial proceeding affecting the Plan, it shall be necessary to join as a party only the Employer. Except as may be otherwise required by law, in any action or judicial proceeding affecting the Plan, no Employee or designated beneficiary shall be entitled to any notice or service of process, and any final judgment entered in such an action shall be binding on all persons interested in, or claiming under, the Plan.

7.11 Tax Withholding: All distributions under the Plan are subject to applicable tax withholding and reporting requirements.

7.12 Construction: For all purposes of the Plan, where the context admits, the singular shall include the plural, and the plural shall include the singular. Headings of Articles and Sections herein are inserted only for convenience of reference and are not to be considered in the construction of the Plan.

This amendment and restatement of the Plan has been duly executed by the Employer, effective as of November 28, 2025.

**COUNTY OF BRAZORIA, TEXAS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BRAZORIA COUNTY  
DEFERRED COMPENSATION PLAN FOR FULL-TIME EMPLOYEES**

**PARTICIPANT LOAN POLICY**

The Brazoria County Deferred Compensation Plan for Full-Time Employees (the “Plan”) permits loans to be made to Participants pursuant to a written loan policy. Capitalized terms used but not defined herein will have the meanings set forth in the Plan.

This loan policy (the “Policy”) is intended to comply with Treasury Regulation section 1.457-6(f)(2) and Treasury Regulation section 1.72(p)-1. To the extent any term of this Policy conflicts with the requirements of those Treasury Regulations, the Treasury Regulations shall control.

The Plan Administrator is authorized to administer this Policy.

1. **LOAN APPLICATION/BORROWER QUALIFICATION.** Any Participant who is an active employee as of the date of their loan application and who has a vested Account balance of at least \$2,000 may apply for a loan from the Plan in the manner required by the Plan Administrator. A Participant must apply for each loan with an application which specifies the amount of the loan desired and the requested duration for the loan.

All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant applies for the loan.

The Plan Administrator will not investigate the Participant's creditworthiness before making the loan as all loan repayments will be treated as a direct investment of the borrower's Account.

2. **LOAN LIMITATIONS.** The Plan Administrator will not approve any loan to a Participant in an amount which exceeds the lesser of \$50,000 or 50% of his or her vested Plan Account balance. With regard to any loan made pursuant to this program, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

- No loan in an amount less than \$1,000 will be granted to any Participant.
- A Participant can have one loan currently outstanding from this Plan and any other retirement plan maintained by Brazoria County.
- Loan refinancing is not permitted.
- Loans will be made from the following accounts in the following order:
  1. Voluntary Deferrals,
  2. Mandatory Deferrals,
  3. Employer Contributions,
  4. Rollover.

3. **EVIDENCE AND TERMS OF LOAN.**

Promissory Note. The Plan Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, together with a commercially reasonable interest rate.

Interest Rate. Any loan granted or renewed under this policy will bear a commercially reasonable interest rate (commensurate with rates that a commercial lender would require for a loan made under similar circumstances) established by the Plan Administrator.

Repayments. The loan must require payments bi-weekly through payroll deduction, under a level amortization schedule. The Plan Administrator will require the Participant receiving a loan from the Plan to enter into a payroll deduction agreement to repay the loan. Payments made as required by the loan amortization schedule will be allocated to principal and interest in accordance with the amortization schedule.

After entering into the payroll deduction agreement, the Participant may authorize a repayment amount that is greater than the loan repayment amount required by the loan amortization schedule. Any amounts repaid in excess of the repayment amount required by the loan amortization schedule shall be processed as a prepayment of principal only.

Term. The Plan Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years.

Investment of the Account. All loan repayments will be considered a direct investment of the Account(s) of the Participant maintained under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the Account(s) of such Participant.

Loan Expenses. The Plan will charge the Participant's Account balance with expenses directly related to the loan set-up, annual maintenance, administrative charges, and collection of the note.

Effect of Termination of Employment. A Participant may continue monthly repayments by ACH after termination from employment. See Section 9 for information regarding the impact of a default following termination of employment.

Effect of Death. Upon a Participant's death, any outstanding loan balance is due in full within 90 days after the date of death. The outstanding loan balance will be treated as a deemed distribution if the Participant's estate's representative fails to repay the loan within the required period.

4. **SECURITY FOR LOAN.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's vested Plan Account balance to be adequate security. However, in no event will more than 50% of a Participant's vested Account balance (determined immediately after origination of the loan) be

used as security for the loan. The Plan shall not make loans to a Participant which require security other than the Participant's vested Account balance under the Plan.

5. **FORM OF PLEDGE**. The pledge and assignment of a Participant's Account balances will be in the form prescribed by the Plan Administrator.

6. **MILITARY SERVICE/EFFECT ON LOAN**. If a Participant takes a leave of absence from the Employer because of “qualified military service” (as set forth in Internal Revenue Code Section 414(u)(5)) and does not receive a distribution of his or her Account balances, the Plan will suspend loan repayments until the Participant's completion of military service. The Plan Administrator will provide the Participant with a written explanation of the effect of the Participant's military service upon his or her Plan loan.

With respect to a leave of absence related to military service, loan repayments must resume upon the completion of such period of military service and the Participant must select one of the options below to pay the remaining portion of the loan payments, including interest accrued during the period of military service:

- The Participant will repay the loan by amortization in substantially level installments over a period that ends not later than the latest permissible term of the loan (i.e., five years from the date of the loan), plus the time period the Participant was actually in United States military service, or,
- The Participant will pay a balloon payment of the remaining unpaid principal and interest at the conclusion of the original term of the loan as determined in the promissory note, or,
- The Participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.

The Participant must submit their choice of loan repayment in writing to the Plan Administrator within five (5) business days of their return to employment.

7. **UNPAID LEAVE OF ABSENCE (NON-MILITARY)/EFFECT ON LOAN**. The Plan Administrator will suspend loan repayments during an unpaid leave of absence for any reason other than military service for a period of up to 12 months. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.

With respect to a non-military unpaid leave of absence, loan repayments must resume upon return to paid employment and the Participant must select one of the options below to pay the portion of loan payments, including interest accrued during the leave:

- The Participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining original term of the loan.

- The Participant will pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the original term of the loan as determined in the promissory note.

The participant must submit their choice of loan repayment in writing to the Plan Administrator within five (5) business days of their return to employment.

9. **DEFAULT**. In the event that a Participant fails to make a scheduled loan payment under this Policy and the scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment, a default on the loan shall occur.

In the event of such default, (i) all remaining payments on the loan shall be immediately due and payable, and (ii) effective as of the first day of the calendar month next following the month in which any such loan default occurs, the interest rate for such loan shall be (if higher than the rate otherwise applicable) the current interest rate being charged on loans from the Plan that are approved by the Plan Administrator in the month in which such default occurs.

After terminating employment, if a Participant has not entered into an ACH agreement with the loan administrator (which, as of 2026, is Voya) for the continuation of loan repayments within 60 days after the date of termination, then the remaining balance of the loan will be deemed offset, making it a final taxable distribution.

10. **AMENDMENT/TERMINATION**. This Policy may be amended from time to time, including an amendment to terminate the Policy.

This Policy has been duly executed on behalf of the Plan Administrator of the Plan.

**COUNTY OF BRAZORIA, TEXAS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.25.**

**4/28/2026**

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Brazoria County Retiree Guaranteed Life Insurance Funding Account (GLIFA) Buyout

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The Court hereby authorizes an Agreement between Brazoria County and MetLife for Brazoria County Retiree GLIFA Buyout.

Further, the Human Resources Director, on behalf of Brazoria County, be authorized to sign the attached letter.



**HUMAN RESOURCES**

Brazoria County Administration Building  
237 East Locust, Suite 203  
Angleton, Texas 77515

**Holly Fox, PHR, SHRM-CP**  
**Director**  
(979)864-1797

April 28, 2026

Brazoria County commits to the purchase of MetLife's Guaranteed Life Insurance Funding Account ("GLIFA") for the retirees listed in the census provided to MetLife, and who are living on the Effective Date. Coverage under the GLIFA, shall become effective on **April 28, 2026** (the "Effective Date").

The original census provided to MetLife's covered a total of **111** retirees with a total in force benefits of **\$5,550,000**. Based on that census and MetLife's quote on April 1, 2026, the GLIFA lump sum price was **\$2,693,096**. However, Brazoria County understands that the final price may change on the Effective Date based on market interest rates and the final census of covered retirees. This letter directs and authorizes MetLife, on or before the Effective Date, to withdraw the required assets held by MetLife, in Brazoria County's former Life Insurance Funding Account (LIFA) Experience #263188, to satisfy the current Lump Sum Deposit or price for the GLIFA purchase.

Brazoria County and MetLife understand and agree to the following:

1. MetLife's GLIFA price or Lump Sum Deposit is based on current interest rates and the final census of retirees on the Effective Date. After payment of the Lump Sum Deposit price, no additional premium or other payments shall be due from Brazoria County for the specified retirees and benefit amounts listed in the final census provided by the County to MetLife.
2. MetLife shall assume the retiree life insurance obligation for the retirees included in the buyout or GLIFA on the Effective Date.
3. Brazoria County will provide a final census of the retirees covered under the GLIFA or buyout contract. This census shall include all fields required by MetLife to administer the retiree life insurance benefits. MetLife shall also assume administration or retiree life insurance recordkeeping for the covered retirees upon completion of the implementation, or about 12 to 16 weeks after the Effective Date.
4. MetLife will coordinate a check for retiree deaths occurring prior to the Effective Date. Retirees deceased prior to the Effective Date will be removed from the GLIFA and final pricing will be adjusted retrospectively to the Effective Date. Corresponding premium for the deceased retirees will be credited back to Brazoria County's account.
5. The GLIFA arrangement is irrevocable. Once funds are committed, neither Brazoria County nor any successor may recapture or transfer funds.
6. GLIFA implementation for the additional retirees will commence after the Effective Date.
7. Brazoria County acknowledges receipt and review of MetLife's GLIFA Proposal.

\_\_\_\_\_  
Brazoria County (Authorized Signor)

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.26.**

**4/28/2026**

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Brazoria County Covered Applications Policy

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Approve the attached Brazoria County Covered Applications Policy. This Policy will be incorporated into the Brazoria County Handbook and Policy Manual.

Further, a copy of this Policy will be forwarded to the Brazoria County Human Resources Department, and each employee will be required to affirm that they have read the new Policy.

# BRAZORIA COUNTY

## Covered Applications Policy

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## 1.0 INTRODUCTION

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### 1.1 PURPOSE

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Following the issuance of the Governor's directive, the 88<sup>th</sup> Texas Legislature passed [Senate Bill 1893](#), which prohibits the use of covered applications on governmental entity devices.

As required by Senate Bill 1893, this policy prohibits the installation or use of covered applications or prohibited technologies on applicable devices.

## 2.0 COVERED APPLICATIONS POLICY FOR BRAZORIA COUNTY

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### 2.1 SCOPE AND DEFINITIONS

Pursuant to Senate Bill 1893, governmental entities, including counties, must establish a covered applications policy.

This policy applies to all Brazoria County full- and part-time employees, contractors, paid or unpaid interns, and other users of County networks. All Brazoria County employees and network users are responsible for complying with this policy.

A covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.
- Software, applications, or developers as identified by the Texas Department of Information Resources, as updated from time to time.

## **2.2 COVERED APPLICATIONS ON GOVERNMENT-OWNED OR LEASED DEVICES**

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all county-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

Brazoria County will identify, track, and manage all county-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

Brazoria County will manage all government-owned or leased devices by implementing the security measures listed below:

- a. Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.
- b. Maintain the ability to remotely wipe non-compliant or compromised devices.
- c. Maintain the ability to remotely uninstall unauthorized software from devices.

## **2.3 ONGOING AND EMERGING TECHNOLOGY THREATS**

To provide protection against ongoing and emerging technological threats to the government’s sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then Brazoria County will remove and prohibit the covered application.

Brazoria County may prohibit social media applications or services in addition to those specified by proclamation of the Governor.

## **2.4 USE OF PERSONAL DEVICES**

Brazoria County allows the use of approved personal devices to conduct county business in certain situations. In no event should a personal device be used to conduct county business related to a state agency or that requires access to a state database.

## **2.5 COVERED APPLICATION EXCEPTIONS**

Brazoria County may permit exceptions authorizing the installation and use of a covered application on county-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows Brazoria County to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If Brazoria County authorizes an exception under this section allowing for the installation and use of a covered application, Brazoria County must use measures to mitigate the risks posed to the state during the application's use.

Brazoria County must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

A county employee may not install or use a covered application on a county-owned or leased device without approval from their department head or elected official and Information Services.

## **3.0 POLICY COMPLIANCE**

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All Brazoria County employees shall sign a document annually confirming their understanding of the Covered Applications Policy.

Brazoria County will verify compliance with this policy through various methods, including but not limited to, IS/security system reports and feedback to leadership.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

## **4.0 POLICY REVIEW**

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This policy will be reviewed every two years and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of Brazoria County.

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## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.27.**

**4/28/2026**

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Renew RFP #22-42 Fuel Card Services

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Approval to renew "RFP #22-42 Fuel Card Services" with Corpay Technologies Operating Company, LLC dba Fuelman of Covington, Louisiana for the fifth (5<sup>th</sup>) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on June 26, 2026.

The renewal term shall be June 27, 2026 to June 26, 2027.

Further, expenditures will be funded by the various departments' fiscal year budgets.



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.28.**

**4/28/2026**

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Transfer of Surplus Vehicle

---

Approve the transfer of a surplus 2016 Chevrolet Silverado from Engineering to the North Service Center as per the attached form.

**BRAZORIA COUNTY  
TRANSFER OF COUNTY PROPERTY**

Date: 04/06/2026

Transfer From: Engineering Dept #: 75000 Fund: 20000

Transfer To: North Service Center Dept #: 73000 Fund: 20000

<b>TYPE OF ASSET:</b>	
General Property	<input type="checkbox"/>
Track Asset (\$2,000-\$4,999)	<input type="checkbox"/>
Capital Asset (\$5,000+)	<input checked="" type="checkbox"/>


Comments: North will use this as a pilot truck

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Completed By: Vicki Coats Date: 04/06/2026

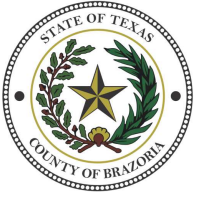
Department Head:  Date: 4/6/26

Signature

**Please fill in the property/equipment information below.**

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2016 Chevrolet Silverado, White	3GCPCREXGG155478	5015	5461	Used/Good

SEND ORIGINAL TO PURCHASING  
RETAIN A COPY FOR YOUR RECORDS



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. H.29.**

**4/28/2026**

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Sell Surplus Vehicle

---

Approval to sell surplus vehicle, via on-line auction utilizing GovDeals, of Montgomery, Alabama, via BuyBoard Purchasing Cooperative Contract #708-23, as per the attached form.

**BRAZORIA COUNTY  
DISPOSAL OF COUNTY PROPERTY**


Date: 3/12/26

Department: Airport Dept #: 90000 Fund: \_\_\_\_\_

<b>TYPE OF ASSET:</b>	
Track Asset (\$2,000-\$4,999) <input type="checkbox"/>	General Property <input type="checkbox"/>
Capital Asset (\$5,000+) <input checked="" type="checkbox"/>	
<b>TYPE OF TRANSACTION:</b>	
Disposal via Auction <input checked="" type="checkbox"/>	Disposal via Donation <input type="checkbox"/>
Disposal via Sale (non-Auction) <input type="checkbox"/>	Non-Profit _____
Entity Name _____	Disposal via Scrap <input type="checkbox"/>
Dollar Amount _____	Scrap Yard _____
Disposal via Trade-In <input type="checkbox"/>	
Vendor _____	
Dollar Amount _____	
<b>GRANT:</b> (complete if Grant purchased item. Attach all Grant paperwork)	
Grant Name _____	
Grant approval to dispose Yes <input type="checkbox"/> No <input type="checkbox"/>	

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Completed By: Pete David Date: 3/12/26

Department Head  Date: \_\_\_\_\_  
 Signature

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2011 Ford Expedition	1FMJU1F58BEF24337			Poor

SEND ORIGINAL TO PURCHASING  
RETAIN A COPY FOR YOUR RECORDS



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.30.**

**4/28/2026**

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Amendment No. 1 - ITB #26-42 Asphalt, Oil and Emulsions

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Approve Amendment No. 1 price increase for "ITB #26-42 Asphalt, Oil and Emulsions" to the following vendor, as per the attached.

- Cleveland Asphalt Products Inc. of Shepherd, Texas

In addition, expenditures will utilize funds from the departments' approved fiscal year budgets.

Further, that the County Judge be authorized to sign any and all documents necessary to execute said amendment on behalf of the County.

## 24-62 Summary

Approve amendment No. 1 price increase for “ITB #24-62 Asphalt, Oil and Emulsion” to Cleveland Asphalt Products Inc., as per the attached. Vendor requested a price increase ranging from

9.26% to 7.58% on awarded items.

The price increase is due to the raising cost of raw materials (crude Oil) passed down to the vendor. The proposed increase is supported by the attached Producer Price Index (PPI) report.

# CLEVELAND ASPHALT PRODUCTS

Emulsions & Cutback Asphalt • RAP Recyclers

April 1, 2026

To Whom It May Concern:

Cleveland Asphalt Products values our longstanding working relationship with Brazoria County. We take pride in supplying high-quality materials that contribute to safe, durable roadways for your community.

Over the past several weeks, the asphalt market has experienced a sharp increase in costs due to conflict involving Iran, which has disrupted global oil supply and raised crude prices. As oil is the primary raw material in asphalt production, these changes have directly impacted the cost of liquid asphalt, transportation, and overall production.

By way of context, liquid asphalt pricing increased from \$450 per ton in early March to \$500 per ton later in the month, and has now risen further to \$625 per ton heading into April.

Due to this rapid and unforeseen increase, Cleveland Asphalt Products respectfully requests that Brazoria County consider an immediate price adjustment to allow us to continue providing the same level of service and product quality you expect.

If a price adjustment is not feasible, Cleveland Asphalt Products will regrettably need to discontinue ITB #24-62 Asphalt, Oils and Emulsions effective April 30, 2026 due to these recent market conditions.

We appreciate your understanding during these challenging market conditions and sincerely hope to continue our partnership with Brazoria County.

Sincerely,



Clayton Moore  
Sales Representative  
Cleveland Asphalt Products

PO Box 1449  
 Shepherd, Texas 77371

Phone: 800-334-0177  
 Fax: 936-628-6602

Brazoria County  
ITB #24-62 Asphalt, Oils and Emulsions

Product	UOM	Current Price		Requested Increase Price	
		Quantity	Delivered	Quantity	Delivered
CRS-2	Gallon	>5000	\$2.70	>5000	\$2.95
	Gallon	4000-4999	\$2.74	4000-4999	\$2.99
	Gallon	3000-3999	\$2.80	3000-3999	\$3.05
	Gallon	2000-2999	\$2.93	2000-2999	\$3.18
	Gallon	1000-1999	\$3.30	1000-1999	\$3.55
CSS-1	Gallon	>5000	\$2.70	>5000	\$2.95
	Gallon	4000-4999	\$2.74	4000-4999	\$2.99
	Gallon	3000-3999	\$2.80	3000-3999	\$3.05
	Gallon	2000-2999	\$2.93	2000-2999	\$3.18
	Gallon	1000-1999	\$3.30	1000-1999	\$3.55

  
 Clayton Moore



March 30, 2026

**To: Our Valued Customers**

Effective April 1, 2026 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply. Rack Prices are subject to change at any given time with or without advanced notice.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$625/ton	PG64-22	\$625/ton	PG64-22	\$625/ton	PG64-22	\$640/ton
PG70-22S	\$735/ton	PG70-22S	\$735/ton	PG70-22S	\$735/ton	PG76-22S	\$800/ton
PG76-22S	\$785/ton	PG76-22S	\$785/ton	PG76-22S	\$785/ton		
PG58-28	\$655/ton	AC-5	\$680/ton	PG58-28	\$655/ton		
PG58-22	\$655/ton	AC-10	\$655/ton	PG58-22	\$655/ton		
AC-15P	\$800/ton	EMFL	\$665/ton	AC-15P	\$800/ton		
AC20-XP	\$800/ton			AC20-XP	\$800/ton		
AC-0.6	\$730/ton			AC20-5TR	\$800/ton		
AC-3	\$685/ton			AC-0.6	\$730/ton		
AC-5	\$680/ton			AC-5	\$680/ton		
AC-10	\$655/ton			AC-10	\$655/ton		
MC-30	\$1,375/ton			RC-250	\$1,025/ton		
RC-250	\$1,025/ton						
PG79-13	\$800/ton						

Sidney Pujol  
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras  
Jessica Smierciack



March 10, 2026

**To: Our Valued Customers**

Effective March 15, 2026 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$500/ton	PG64-22	\$500/ton	PG64-22	\$500/ton	PG64-22	\$515/ton
PG70-22S	\$610/ton	PG70-22S	\$610/ton	PG70-22S	\$610/ton	PG76-22S	\$675/ton
PG76-22S	\$660/ton	PG76-22S	\$660/ton	PG76-22S	\$660/ton		
PG58-28	\$530/ton	AC-5	\$555/ton	PG58-28	\$530/ton		
PG58-22	\$530/ton	AC-10	\$530/ton	PG58-22	\$530/ton		
AC-15P	\$675/ton	EMFL	\$540/ton	AC-15P	\$675/ton		
AC20-XP	\$675/ton			AC20-XP	\$675/ton		
AC-0.6	\$605/ton			AC20-5TR	\$675/ton		
AC-3	\$560/ton			AC-0.6	\$605/ton		
AC-5	\$555/ton			AC-5	\$555/ton		
AC-10	\$530/ton			AC-10	\$530/ton		
MC-30	\$825/ton			RC-250	\$765/ton		
RC-250	\$765/ton						
PG79-13	\$675/ton						

Sidney Pujol  
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras  
Jessica Smierciack



February 12, 2025

To: Our Valued Customers

Effective February 15 , 2025 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$450/ton	PG64-22	\$450/ton	PG64-22	\$450/ton	PG64-22	\$465/ton
PG70-22S	\$560/ton	PG70-22S	\$560/ton	PG70-22S	\$560/ton	PG76-22S	\$625/ton
PG76-22S	\$610/ton	PG76-22S	\$610/ton	PG76-22S	\$610/ton		
PG58-28	\$480/ton	AC-5	\$505/ton	PG58-28	\$480/ton		
AC-15P	\$625/ton	AC-10	\$480/ton	AC-15P	\$625/ton		
AC20-XP	\$625/ton	EMFL	\$490/ton	AC20-XP	\$625/ton		
AC-0.6	\$555/ton			AC20-5TR	\$635/ton		
AC-3	\$510/ton			AC-0.6	\$555/ton		
AC-5	\$505/ton			AC-5	\$505/ton		
AC-10	\$480/ton			AC-10	\$480/ton		
MC-30	\$775/ton			RC-250	\$715/ton		
RC-250	\$715/ton						

Sidney Pujol  
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras  
Jessica Smierciack



December 2, 2025

**To: Our Valued Customers**

Effective December 2, 2025 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$475/ton	PG64-22	\$475/ton	PG64-22	\$475/ton	PG64-22	\$490/ton
PG70-22S	\$585/ton	PG70-22S	\$585/ton	PG70-22S	\$585/ton	PG76-22S	\$650/ton
PG76-22S	\$635/ton	PG76-22S	\$635/ton	PG76-22S	\$635/ton		
PG58-28	\$505/ton	AC-5	\$530/ton	PG58-28	\$505/ton		
AC-15P	\$650/ton	AC-10	\$505/ton	AC-15P	\$650/ton		
AC20-XP	\$650/ton	EMFL	\$515/ton	AC20-XP	\$650/ton		
AC-0.6	\$580/ton			AC20-5TR	\$660/ton		
AC-3	\$535/ton			AC-0.6	\$580/ton		
AC-5	\$530/ton			AC-5	\$530/ton		
AC-10	\$505/ton			AC-10	\$505/ton		
MC-30	\$800/ton			RC-250	\$740/ton		
RC-250	\$740/ton						

Sidney Pujol  
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras  
Jessica Smierciack



October 31, 2025

**To: Our Valued Customers**

Effective November 1, 2025 Valero Marketing And Supply Company will change the Daily Rack Prices of conventional and polymer modified asphalt cement in Houston, Corpus Christi, and Brownsville.

Below you will find updated pricing on individual materials that apply.

Corpus Christi Terminal		Corpus Christi Refinery		Houston		Brownsville	
PG64-22	\$490/ton	PG64-22	\$490/ton	PG64-22	\$490/ton	PG64-22	\$505/ton
PG70-22S	\$600/ton	PG70-22S	\$600/ton	PG70-22S	\$600/ton	PG76-22S	\$665/ton
PG76-22S	\$650/ton	PG76-22S	\$650/ton	PG76-22S	\$650/ton		
PG58-28	\$520/ton	AC-5	\$545/ton	PG58-28	\$520/ton		
AC-15P	\$665/ton	AC-10	\$520/ton	AC-15P	\$665/ton		
AC20-XP	\$665/ton	EMFL	\$530/ton	AC20-XP	\$665/ton		
AC-0.6	\$595/ton			AC20-5TR	\$675/ton		
AC-3	\$550/ton			AC-0.6	\$595/ton		
AC-5	\$545/ton			AC-5	\$545/ton		
AC-10	\$520/ton			AC-10	\$520/ton		
MC-30	\$815/ton			RC-250	\$755/ton		
RC-250	\$755/ton						

Sidney Pujol  
Sr. Manager Asphalt Marketing

CC: Mandy Monjaras  
Jessica Smierciack

<b>ITB#24-62 ASPHALTS, OILS AND EMULSIONS</b>	BIDDERS NAME	CLEVELAND ASPHALT PRODUCTS INC		
	ADDRESS	P.O. BOX 1449 SHEPHERD, TX 77371		
<b>CONTRACT TERM:</b>	CONTACT PERSON	CLAYTON MOORE		
November 13, 2025- November 12, 2026	TELEPHONE NO.	800-334-0177		
	EMAIL	<a href="mailto:clayton.moore@clevelandasphaltproducts.com">clayton.moore@clevelandasphaltproducts.com</a>		
	ORDERS SENT TO:	<a href="mailto:office@clevelandasphaltproducts.com">office@clevelandasphaltproducts.com</a>		
DESCRIPTION	ITEM ID	PRICE	Proposed Price	% of Increase
CRS-2 (>5000)	809	\$2.70	2.95	9.26%
CRS-2 (4000-4999)	9208	\$2.74	2.99	9.12%
CRS-2 (3000-3999)	9209	\$2.80	3.05	8.93%
CRS-2 (2000-2999)	9210	\$2.93	3.18	8.53%
CRS-2 (1000-1999)	9211	\$3.30	3.55	7.58%
CSS-1 (>5000)	812	\$2.70	2.95	9.26%
CSS-1 (4000-4999)	9582	\$2.74	2.99	9.12%
CSS-1 (3000-3999)	9583	\$2.80	3.05	8.93%
CSS-1 (2000-2999)	9584	\$2.93	3.18	8.53%
CSS-1 (1000-1999)	9585	\$3.30	3.55	7.58%
DEMMURAGE RATE "PER HOUR" (Price per hour after x/hr)	6664	\$80.00		
Created 11.12.24				

**PPI Industry Data  
Original Data Value**

**Series Id:** PCU3241213241210  
**Series Title:** PPI industry data for Asphalt paving mixture & block  
**Industry:** Asphalt paving mixture & block manufacturing  
**Product:** Asphalt paving mixtures & blocks  
**Base Date:** 198106  
**Years:** 2016 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	317.3	315.1	310.6	299.7	292.8	292.0	294.3	294.1	292.6	293.7	294.6	292.7
2017	311.5	306.6	302.9	294.2	294.3	298.2	299.8	296.2	292.5	293.2	295.2	291.5
2018	315.9	319.6	317.9	304.4	310.2	313.6	317.8	323.8	325.2	327.6	322.6	322.4
2019	337.1	335.4	335.5	324.5	325.6	327.8	329.1	328.3	327.5	325.6	319.3	316.3
2020	340.1	342.2	336.0	320.4	311.3	309.1	307.2	310.1	309.9	308.7	308.9	307.6
2021	336.0	341.2	341.8	314.8	319.1	324.0	325.498	327.194	327.636	329.406	329.048	332.755
2022	363.441	370.320	370.862	362.025	374.671	385.766	396.934	400.758	400.177	397.505	394.361	386.348
2023	420.769	432.206	431.167	401.281	392.360	391.303	389.997	392.637	393.357	394.381	395.727	393.538
2024	434.546	435.907	433.820	407.055	400.721	402.987	406.233	405.337	403.758	403.296	401.694	402.919
2025	464.621	467.182	467.636	416.602	408.669	409.599	410.243	409.893	409.620	414.468	414.963	418.761
2026	456.898	456.464										



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.31.**

**4/28/2026**

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Renew RFP #22-25 Vending Machine Services

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Approval to renew "RFP #22-25 Vending Machine Services" with Gulf Coast Vending Services, LLC of Alvin, Texas, for a fifth (5<sup>th</sup>) and final year, per the current terms, conditions and attached pricing of the current contract which is set to expire on May 9, 2026.

The renewal term shall be May 10, 2026 to May 9, 2027.

In addition, there are no County expenditures associated with this contract.

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

1.0 DRINK DISPENSER (MIXED BRANDS PREFERRED - MUST LIST)	RFP #22-25 Vending Machine Services - Renewal Term: May 10, 2026 to May 9, 2027	
Machine Type and Size	Royal and Dixie Narco Equipment, Models 660, 804, and 501 <b>with Card Readers</b>	
	PRODUCTS	PRICE EA
number of days installation can be made after execution of Contract	Equipment Currently on Location, Card Reader 30-60 day	
Product and Price Each	12 oz Cans Coca-Cola, Dr. Pepper and Pepsi Products	\$1.00
Product and Price Each	20 oz Bottle Coca-Cola, Dr. Pepper and Pepsi Products	\$2.00
Product and Price Each	20 oz Bottle Water	\$1.50
Product and Price Each	<b>Monster's and Coffee</b>	\$3.00
Product and Price Each	<b>Green Monster</b>	\$2.50
Product and Price Each		
Any deviations from the specifications?	<b>Credit/Debit Card Transactions Will be Charged a \$.10 Convenience Fee</b>	
2.0 SNACK DISPENSER (PASTRIES, CHIPS AND/OR CANDY)		
Machine Type and Size	National and Automated Prucducts <b>-with Card Readers</b>	
	PRODUCTS	PRICE EA
Product and Price Each	Crackers, <b>Pretzels and Cheezits</b>	\$0.75
Product and Price Each	Granola, Peanuts, and Trail Mix and <b>Treats</b>	\$1.00
Product and Price Each	Chocolate Candy - Snickers, M&M, Milky Way, etc ...	\$1.75
Product and Price Each	Chips - Large, <b>Popcorn and Gardetto's</b>	\$1.25
Product and Price Each	Chips - Single Sever Bag	\$1.00
Product and Price Each	Bagged Pastry - Famous Amos, Zoo Animals, Knotts	\$1.00
Product and Price Each	Freah Pastry - Cinnamon Rolls and Powder Donuts	\$1.50
Product and Price Each		
Any deviations from the specifications?	<b>Credit/Debit Card Transactions Will be Charged a \$.10 Convenience Fee</b>	
3.0 OTHER DISPENSER (FROZEN FOOD, FRESH FOOD OR LUNCH ITEMS)		
Machine Type and Size		
	PRODUCTS	PRICE EA
Product and Price Each		
Product and Price Each		
Product and Price Each		
Any deviations from the specifications?		
4.0 Name of person servicing machines and telephone number	Mike Pourcio 281-787-4636	
5.0 Method utilized in handling maintenance, emergency service, repairs and money refunds	Maintenance, Emergency Service, and Repairs can be called in at 281-331-1055	
Number of days installation can be made after execution of Contract	Equipment Currently on Location, Card Reader 30-60 day	



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.32.**

**4/28/2026**

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Renew ITB #25-37 Road Materials - Flexible Base

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Approval to renew "ITB #25-37 Road Materials - Flexible Base" with the following vendors for a second (2<sup>nd</sup>) year of a five (5) year contract per the terms, conditions and pricing of the current contract which is set to expire on May 12, 2026.

- Vernor Material and Equipment Co., Inc., of Freeport, Texas
- Vulcan Materials of San Antonio, Texas

In addition, renew with a 2.17% - 3.58% price increase to ACC Houston dba Arcosa Crushed Concrete of Houston, Texas as per the attached.

The expenditures will be funded by department's annual fiscal year budgets.

The renewal term shall be May 13, 2026 to May 12, 2027.

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

## 25-37 Summary

Approval to renew with a 2.17% - 3.58% price increase to ACC Houston dba Arcosa Crushed Concrete of Houston, Texas for crushed concrete. The vendor stated increased wages due to increased costs of living; increased cost to secure rubble needed to supply requested materials and increase in 3<sup>rd</sup> party trucking costs and hauler rates. The PPIs show an increase of up to 6.8% for nonmetallic mineral products and limestone.

**FLEXIBLE BASE - CRUSHED CONCRETE**

**PICKED UP AND LOADED ONTO COUNTY TRUCKS**

<b>ITB# 25-37 ROAD MATERIALS - FLEXIBLE BASE</b>	<b>BIDDERS NAME</b>	ACC HOUSTON LLC DBA ARCOSA CRUSHED CONCRETE (CHERRY CRUSHED CONCRETE, INC.)		
	<b>ADDRESS</b>	6131 SELINKSKY RD HOUSTON, TX 77048		
<b>Renewal Term:</b>	<b>CONTACT PERSON</b>	LISA SHEFFIELD		
	<b>TELEPHONE NO.</b>	713-436-0990		
<b>5/12/2025 to 5/11/2026</b>	<b>EMAIL</b>	<a href="mailto:LISA.SHEFFIELD@ARCOSA.COM">LISA.SHEFFIELD@ARCOSA.COM</a>		
<b>PERSON TO CONTACT FOR PLACING ORDERS:</b>		<b>NAME:</b>	LISA SHEFFIELD	
		<b>TELEPHONE</b>	281-979-1775	
<b>PERSON TO CONTACT FOR BILLING ISSUES:</b>		<b>NAME:</b>	LISA SHEFFIELD	
		<b>TELEPHONE</b>	281-979-1775	
<b>DESCRIPTION</b>		<b>PRICE PER TON LOADED ONTO COUNTY TRUCKS</b>		
<b>CRUSHED CONCRETE</b>	<b>COUNTY ID #</b>	<b>CURRENT PRICE</b>	<b>Requested Increase</b>	<b>% Increase</b>
Aggregate shall consist of reclaimed crushed concrete meeting the gradation, liquid limit, and plasticity index requirements of TxDOT Item 247, Type D, Grade 1. Reclaimed material shall be free of foreign matter such as crushed glass, steel fragments, and petroleum contaminants of unknown composition.	6747	\$27.00	\$28	3.58%
<b>PLANT LOCATION</b>		606 FM 521 Fresno, TX 77545		

<b>DELIVERED TO COUNTY FACILITY</b>	<b>PRICE PER TON DELIVERED TO COUNTY FACILITY</b>		<b>Requested Increase</b>	<b>% Increase</b>
	<b>CURRENT PRICE</b>			
AIRPORT	\$40.00		41	2.44%
NORTH SERVICE CENTER	\$36.00		37	2.77%
CENTRAL SERVICE CENTER	\$39.75		40.75	2.45%
CAMP MOHAWK	\$38.50		39.50	2.53%
SOUTH SERVICE CENTER	\$43.00		44.00	2.27%
HANSON RIVERSIDE PARK	\$42.50		43.50	2.39%
MANVEL SERVICE CENTER	\$33.75		34.75	2.88%
MOSQUITO CONTROL	\$40.00		41	2.44%
QUINTANA COUNTY PARK	\$45.00		46	2.17%
RESOFT COUNTY PARK	\$36.00		37	2.77%
SAN LUIS COUNTY PARK	\$47.50		48.50	2.06%
WEST SERVICE CENTER	\$41.75		42.75	2.34%
HANSON BEAL RANCH PARK	\$43.00		44.00	2.27%

<b>DELIVERED TO JOBSITE</b>	<b>COUNTY ID #</b>	<b>CURRENT PRICE</b>	<b>Requested Increase</b>	<b>% Increase</b>
PRICE PER TON AS DELIVERED TO JOBSITE		\$27.00	28	3.58%
HAULING FIRST MILE	7072	\$4.25	4.25	0
HAULING EACH ADDITIONAL MILE	7077	\$0.25	0.25	0
MINIMUM TRUCKLOAD (if required)		15 TONS		

**PPI Commodity Data  
Original Data Value**

Series Id: WPS1321  
 Seasonally Adjusted  
 Series Title: PPI Commodity data for Nonmetallic mineral products-  
 Group: Nonmetallic mineral products  
 Item: Construction sand, gravel and crushed stone  
 Base Date: 198200  
 Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	294.6	295.3	296.6	297.2	297.8	298.2	299.7	301.2	303.2	303.8	304.0	307.3
2016	308.4	309.2	310.2	311.0	313.1	313.0	314.1	315.3	313.7	314.0	314.7	314.7
2017	318.8	319.0	319.6	320.5	321.5	322.6	323.4	325.1	326.5	326.8	327.0	328.3
2018	328.1	330.0	330.8	332.0	332.3	334.0	334.9	335.3	336.8	339.9	341.4	341.2
2019	343.3	342.5	343.0	345.1	345.9	348.8	351.2	349.4	351.3	352.9	353.8	356.0
2020	356.0	357.9	359.6	361.4	362.3	363.9	365.3	366.2	367.3	367.9	371.0	373.4
2021	368.5	370.7	372.9	372.7	376.9	378.6	380.171	381.362	383.290	384.701	387.698	388.366
2022	393.967	398.620	402.404	405.641	408.946	419.254	423.093	426.002	428.717	430.544	431.964	435.028
2023	444.923	449.839	450.656	451.702	454.614	457.331	456.447	461.656	464.150	466.229	468.881	471.981
2024	479.049	480.560	482.837	485.285	486.631	487.438	492.159	497.440	500.446	503.682	506.135	508.960
2025	515.886	519.446	518.972	520.988	522.912	525.562	528.017	528.893	531.440	534.315	536.461	539.763

**PPI Commodity Data  
Original Data Value**

**Series Id:** WPS1322  
**Seasonally Adjusted**  
**Series Title:** PPI Commodity data for Nonmetallic mineral products-  
**Group:** Nonmetallic mineral products  
**Item:** Cement, hydraulic  
**Base Date:** 198200  
**Years:** 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	217.8	219.3	219.8	223.3	222.6	222.7	223.8	225.1	225.1	226.3	226.7	228.7
2016	232.1	230.5	232.3	232.4	232.9	234.1	237.0	236.9	237.5	238.1	239.3	239.1
2017	241.2	242.2	243.1	244.6	245.9	246.1	246.9	247.5	247.9	248.0	248.3	249.1
2018	249.6	250.2	250.9	248.9	250.8	252.4	252.2	252.3	252.9	254.2	254.9	255.6
2019	255.4	255.9	255.9	256.7	259.8	259.1	257.3	257.7	258.6	259.2	260.0	261.7
2020	256.4	257.1	258.2	258.5	258.3	259.9	261.5	261.9	263.0	263.7	264.8	266.5
2021	262.9	264.6	265.2	268.9	270.2	270.1	271.419	273.863	275.310	276.244	276.496	278.665
2022	282.106	284.911	285.573	288.060	289.397	290.853	298.289	301.991	305.193	310.211	313.374	315.312
2023	322.564	327.573	328.733	327.065	330.335	331.086	333.476	335.155	337.781	339.867	342.071	343.511
2024	345.466	346.894	349.765	350.006	352.381	353.264	353.411	354.386	355.208	355.694	357.730	359.128
2025	353.484	354.193	356.341	355.537	358.098	359.615	359.134	360.275	362.055	360.451	360.707	361.565

**PPI Commodity Data  
Original Data Value**

Series Id: WPU132101212  
 Not Seasonally Adjusted  
 Series Title: PPI Commodity data for Nonmetallic mineral products-  
 Group: Nonmetallic mineral products  
 Item: Crushed and broken limestone  
 Base Date: 201112  
 Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	111.2	111.5	112.0	112.1	112.3	112.5	113.3	113.3	113.5	113.5	113.3	115.6
2016	117.9	118.5	119.1	118.9	119.6	119.0	119.4	119.3	116.4	116.3	116.1	116.4
2017	120.5	120.9	120.9	121.5	121.6	122.2	122.0	122.0	122.2	122.3	122.1	122.5
2018	124.2	125.3	125.5	125.5	125.4	126.4	126.6	126.4	126.3	126.9	126.9	126.5
2019	128.3	128.4	128.4	129.0	129.4	129.5	129.7	129.5	129.7	130.2	129.5	129.9
2020	134.3	134.7	135.7	134.3	134.3	134.6	134.9	135.1	135.1	134.9	135.2	135.6
2021	138.6	140.5	140.5	140.1	141.8	141.6	142.467	142.715	142.776	142.306	142.902	142.550
2022	150.323	153.379	153.959	154.827	155.033	162.220	163.224	163.944	163.726	163.567	163.698	164.610
2023	172.739	175.097	175.671	175.232	175.298	176.486	176.857	178.212	178.763	178.980	178.958	180.162
2024	189.083	189.246	189.811	190.065	190.210	190.257	190.908	194.490	194.523	194.729	194.863	195.508
2025	202.637	203.983	204.498	205.215	205.036	205.149	205.969	205.925	206.248	206.450	206.118	206.801



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.33.**

**4/28/2026**

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Sell Surplus Vehicles and Equipment

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Approval to sell surplus vehicles and equipment via on-line auction utilizing GovDeals of Montgomery Alabama, via BuyBoard Purchasing Cooperative Contract #708-23 per the attached list.

**BRAZORIA COUNTY  
DISPOSAL OF COUNTY PROPERTY**

Date: 3-31-26

Department: Brazoria County Constable Pct3 Dept #: 32300 Fund: \_\_\_\_\_

<b>TYPE OF ASSET:</b>	
Track Asset (\$2,000-\$4,999) _____	General Property _____
Capital Asset (\$5,000+) _____	
<b>TYPE OF TRANSACTION:</b>	
Disposal via Auction <input checked="" type="checkbox"/>	Disposal via Trash _____
Disposal via Sale (non-Auction) _____	Non-Profit _____
Entity Name _____	Disposal via Scrap _____
Dollar Amount _____	Scrap Yard _____
Disposal via Trade-In _____	
Vendor _____	
Dollar Amount _____	
<b>GRANT:</b> (complete if Grant purchased item. Attach all Grant paperwork)	
Grant Name _____	
Grant approval to dispose Yes _____ No _____	
<b>State/Federal Funds:</b> Yes _____ No _____	

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Completed By: Ricky Bort

Date: 3-31-26

Department Head: *CB Stevens*  
 Signature

Date: 4/2/26

Item Description (year, make, model, color)	Serial or VIN #	Equip #	PeopleSoft Asset ID #	Condition/Defects
2008 Ford Expedition-Gold C3-03-2008	1FMFU155X8LA60575			Poor
2008 Ford Expedition-Gold C3-01-2008	1FMFU15588LA60588			Poor
Vehicle Cage (2)				Good
Vehicle Console/Radio (2)				Good

SEND ORIGINAL TO PURCHASING  
RETAIN A COPY FOR YOUR RECORDS

<b>Item Description</b> (year, make, model, color)	<b>Serial or VIN #</b>	<b>Equip #</b>	<b>PeopleSoft Asset ID #</b>	<b>Condition/Defects</b>
Vehicle Spotlight (2)				Poor
Control Box - Overhead (2)				Good
Exterior Speakers (4)				Poor
Overheads -Code 3 - (2)				Poor
Misc. Lights				Poor
Computer Docking Station (2)				Unknown
Vehicle Storage Box				Good

**SEND ORIGINAL TO PURCHASING  
RETAIN A COPY FOR YOUR RECORDS**

## Vehicle Inspection Form

<b>Inventory ID:</b> _____	<b>Asset Number:</b> _____	<b>Fair Market Value:</b> \$2,000.00
<b>Short Description:</b> Year <u>2008</u> Make <u>Ford</u> Model <u>Expedition</u>		
<b>VIN:</b> <u>1FMFU15588LA60588</u> <b>Title:</b> <input checked="" type="checkbox"/> Clean Title <input type="checkbox"/> Salvage Title <input type="checkbox"/> No Title <input type="checkbox"/> Court Documents Only <input type="checkbox"/> SF97 Form <input type="checkbox"/> Other		
<b>Odometer:</b> <u>139168</u> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers <input type="checkbox"/> Hours <b>Odometer Accurate?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
<b>Long Description:</b>		
This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Drivable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine- Type:</b> _____ L, V <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every <u>5,000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles/Kilometers Date Removed from Service: <u>2-26-26</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual    _____ Speed    Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive    Condition: _____ <b>Exterior:</b> Color: <u>Tan / Gold</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked _____ Minor: <input type="checkbox"/> Dents <input type="checkbox"/> Scratches <input type="checkbox"/> Dings    Tire Condition: <u>Good</u> Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes <b>Interior:</b> Color <u>Tan</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>None</u> Damage to Dash/Floor: <u>None</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD AC Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown <input type="checkbox"/> No AC      Air Bags: <input checked="" type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats		
<b>Additional Equipment:</b> _____		
Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
<b>Location of Asset:</b> <u>BCSO</u>		

## Vehicle Inspection Form

<b>Inventory ID:</b> _____	<b>Asset Number:</b> _____	<b>Fair Market Value:</b> \$2,000.00
<b>Short Description:</b> Year <u>2008</u> Make <u>Ford</u> Model <u>Expedition</u>		
VIN: <u>1FMFU155X8LA60575</u> Title: <input checked="" type="checkbox"/> Clean Title <input type="checkbox"/> Salvage Title <input type="checkbox"/> No Title <input type="checkbox"/> Court Documents Only <input type="checkbox"/> SF97 Form <input type="checkbox"/> Other		
Odometer: <u>Unknown</u> <input checked="" type="checkbox"/> Miles <input type="checkbox"/> Kilometers <input type="checkbox"/> Hours    Odometer Accurate?    Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
<b>Long Description:</b> This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Drivable <input checked="" type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only <b>Engine-</b> Type: <u>  </u> L, V <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every <u>5,000</u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input checked="" type="checkbox"/> Miles/Kilometers Date Removed from Service: <u>2-26-26</u> Maintenance Records: <input checked="" type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection <b>Transmission:</b> <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual <u>  </u> Speed    Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ <b>Drivetrain:</b> <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive    Condition: _____ <b>Exterior:</b> Color: <u>Tan / Gold</u> Windows: <input checked="" type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input type="checkbox"/> Dents <input type="checkbox"/> Scratches <input type="checkbox"/> Dings    Tire Condition: <u>Good</u> Tread: <u>  </u> #Flat <u>  </u> Hubcaps # <u>  </u> Major Damage to: _____ Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input checked="" type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No impressions Emergency equip: <input type="checkbox"/> None <input checked="" type="checkbox"/> Has been removed & <input checked="" type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes <b>Interior:</b> Color <u>Tan</u> <input checked="" type="checkbox"/> Cloth <input type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: <u>None</u> Damage to Dash/Floor: <u>None</u> Radio: <input checked="" type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input checked="" type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD AC Condition: <input checked="" type="checkbox"/> Cold <input type="checkbox"/> Unknown <input type="checkbox"/> No AC    Air Bags: <input checked="" type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input checked="" type="checkbox"/> Cruise Control <input checked="" type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input checked="" type="checkbox"/> Steering <input checked="" type="checkbox"/> Windows <input checked="" type="checkbox"/> Door Locks <input type="checkbox"/> Seats		
<b>Additional Equipment:</b> _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: <u>BCSO</u>		



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.34.**

**4/28/2026**

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Out of State Travel

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Approve request for Texas A&M AgriLife and Texas Sea Grant, Coastal and Marine Resources County Extension Agent of Brazoria County to attend the Gulf of America Alliance Conference in Mobile, Alabama. Dates of attendance will be May 4, 2026 through May 7, 2026.

Travel expenses are projected to be paid for by Gulf of America Alliance Education and Engagement Team.

**From:**  
**To:**  
**Subject:** Out of State Travel  
**Date:** Monday, April 20, 2026 12:54:02 PM

---

I am writing to request my upcoming travel to Mobile, AL be placed on the Court's agenda at the next meeting.

I will be attending GOMCON in Mobile Alabama from May 4 – 7, 2026. GOMCON is hosted by the Gulf of America Alliance (GOAA). As a member of the GOAA-Education and Engagement Team I am a co-lead for Texas. GOAA is covering all expenses for state leads and co-leads; therefore, no county funds will be expended.

Additionally, the Cradle of Texas Chapter of the Master Naturalist Program will be celebrating its 25<sup>th</sup> Anniversary. Can you advise on how to have the Court issue a Proclamation in recognition of the chapter the many benefits Brazoria County receives from their volunteer efforts? The President of the Chapter suggested the Fall. Therefore, no date has been set.

Please let me know if you need additional information from me.

Thank you!

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[GulfCon 2026](#)



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# gulfcon 2026

**Jump to:** [topics](#) | [schedule](#) | [registration](#) | [hotels](#) | [sponsors](#) | [stay-connected](#) | [sustainability](#)

Meet us May 4-7, 2026, in Mobile, Alabama, for the next Gulf Conference (#GulfCon).

Held at the [Mobile Convention Center](#), this event will bring together coastal scientists and stakeholders in state and federal government, academia, non-profit, and private sectors to discuss current Gulf research and to help plan for the future of the Gulf. Emphasizing the intersection of science and management, GulfCon will include sessions on themes that are important to ecosystem and community resilience as well as restoration and natural resource management.

Details on the conference program, schedule, registration, hotels, and sponsors are listed below.

## gulf conference 2026 topics and descriptions

The Gulf Conference Program Committee is soliciting abstracts designed to share the latest research findings and facilitate interdisciplinary dialogue about research implications, applications, and synthesis. Priority will be given to abstracts that promote fundamental Gulf ecosystem science and link scientific results to ecosystem resilience and human community resilience.

*Please note, all abstract notifications will come from [no-reply@sessionboard.com](mailto:no-reply@sessionboard.com). Check your spam folder if you do not receive timely notifications.*

[Session Descriptions \(PDF\)](#)

[Abstract Management Portal  
\(Sessionboard\)](#)

[Poster Guidelines](#)

### – resilience of natural and human communities

Resilience is the capacity of a person or community, including the socioeconomic and natural systems, to adapt positively when faced with extreme events and adversity (e.g., sea level rise,

extreme events, human impacts), and cope with abnormal or unexpected threats without changing beyond recognition.

The purpose of this session is to establish dialog and facilitate coordination and collaboration to identify individual, community, and/or coastal resilience needs and gaps. Presentations will focus on the interconnected network of systems that directly affect humans and/or society, including the socioeconomic, ecological, and built environments.

Sessions are:

- Shoreside livelihoods at the crossroads: Coastal change, contaminants, and community well-being
- Resilience at the intersection of environment, extreme events, built infrastructure, and health
- From insight to action: Operationalizing remote sensing in the Gulf of America
- Coastal community resilience
- Centering community voices in coastal resilience planning and action

**+ data collection, application and synthesis**

**+ communication and engagement with stakeholders**

**+ water resources**

**+ habitat restoration and stewardship**

**+ living resources**

**+ science, practice and policy of integrated local and regional planning**

+ coastal-ocean processes and physical oceanography

+ emerging issues

## schedule

– monday, may 4

7:30 a.m. – 6:30 p.m. Registration Open

8:30 a.m. – 10:00 a.m. Pre-Conference Workshops and Meetings

10:00 a.m. – 10:30 a.m. Networking Break

10:30 a.m. – 12:00 p.m. Pre-Conference Workshops and Meetings

12:00 p.m. – 1:30 p.m. Lunch (on your own)

1:30 p.m. – 3:00 p.m. Pre-Conference Workshops and Meetings

3:00 p.m. – 3:30 p.m. Networking Break

3:30 p.m. – 5:00 p.m. Pre-Conference Workshops and Meetings

5:30 p.m. – 7:30 p.m. Sponsor Exhibits Open

5:30 p.m. – 7:30 p.m. Welcome Reception

+ tuesday, may 5

+ wednesday, may 6

+ thursday, may 7

Monday Workshop Schedule and Descriptions  
(PDF)

Schedule at a Glance (PDF)

Tools Café Descriptions (PDF)

Full Conference Schedule (Link to SessionBoard)

## registration

Early-bird online registration (before April 4, 2026) is \$300

Regular online registration (April 4 – May 1, 2026) is \$350

On-site registration is \$400

Please click on the link below to register.

Register Now

[NDAA 889-Telecommunications Equipment or Services Certification.](#)

## hotels

The [Renaissance Mobile Riverview Plaza Hotel](#) (64 South Water Street) is located directly across the street from the conference location and is accessible by a skybridge from the hotel to the Mobile Convention Center. We have secured a group rate of \$204/night for conference attendees. We also have government rate rooms for \$111/night.

Visit the links below to book your room.

[Group Rate](#)

[Government Rate](#)

The [Battle House Renaissance Hotel](#) (26 North Royal Street) is a short walk (0.3 miles, 7 minutes) from the Mobile Convention Center. We have secured a group rate of \$204/night for conference attendees. There are no government rate rooms at this hotel.

Visit the link below to book your room.

[Group Rate](#)

The [Admiral Hotel](#) (251 Government Street) is a short walk (0.3 miles, 7 minutes) from the Mobile Convention Center. We have secured a group rate of \$159/night for conference attendees. Government rate rooms are also available at a rate of \$114/night.

Visit the links below to book your room.

[Group Rate](#)

[Government Rate](#)

The [Holiday Inn Mobile Downtown Historic District](#) (301 Government Street) is a short walk (0.4 miles, 9 minutes) from the Mobile Convention Center. We have secured a group rate of \$155/night for conference attendees. Government rate rooms are also available at a rate of \$114/night.

Visit the links below to book your room.

[Group Rate](#)

[Government Rate](#)

The deadline for hotel reservations is April 4, 2026. Space is limited, so please book early.

# sponsors

GulfCon 2026 is hosted by the Gulf of America Alliance with sponsorship support from numerous partners. Contact Becky Ginn ([becky.ginn@gulfalliance.org](mailto:becky.ginn@gulfalliance.org)) for more information on becoming a conference sponsor.

HOSTED BY



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## GOLD PARTNERS

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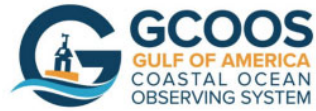
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## SILVER PARTNERS

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Tools Cafe



Cell Phone Charging Stations



Welcome Reception Host



Poster Breakfast Sessions



## BRONZE PARTNERS



Conference Bag



Lanyard



Networking Lounge



All Day Beverage



Selfie Photo Stands



Recharge Area



Mobile App

# SUPPORTERS



Reusable Water  
Bottle



## stay connected

You can keep up with all things related to GulfCon 2026 by signing up for our newsletter and following the Gulf of America Alliance on social media. Use #GulfCon on your posts about the meeting.

- [Alliance Newsletter](#)



# social media resources

Coming soon!

# media page

Coming soon!

# meeting sustainability

The Gulf of America Alliance is committed to hosting a low-waste Gulf Conference in 2026!

Actions you can take as an attendee:

- bring a personal water bottle, travel mug, pen, and notepad
- recycle during the meeting
- make sustainable choices in your hotel room like opting out of daily cleaning services and reducing your use of single-use plastic items (e.g. shampoo, soap, coffee service)

Actions we are taking:

- using recyclable or bio-degradable meeting name tags, lanyards, and signs
- printing fewer meeting materials, adopting low-waste planning practices for food and beverage service

- Eliminating single-use plastic giveaway items and encouraging exhibitors to choose plastic-free items

Sustainable practices at the Mobile Convention Center:

- recycling, composting, and food donation efforts to reduce waste
- bio-degradable utensils
- sourcing local seafood and locally-grown produce
- LED lighting, natural lighting, and other energy-saving building features
- eco-friendly soaps and cleaning products

[Learn More Here](#)



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.35.**

**4/28/2026**

---

Treasurer's Monthly Cash and Investment Report for Toll Road Funds for February 2026

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Approve the Treasurer's Monthly Cash and Investment Report for Toll Road Funds for February 2026. It is further requested that a certified copy of this court order be returned to the County Treasurer. This report will be published on the County website.



**ANGELA DEES, CIO**

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305    Angleton, Texas 77515-4654

979-864-1353    FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for funds of the **Brazoria County Toll Road Authority**, Brazoria County as Agent, for the month of **February 2026** and reflects total cash and other assets in the custody of the County Treasurer at month end to be:

**\$78,274,811.02.**

The report contains:

Bank Account Activity and Interest Report  
Pledged Securities Management Report  
Investment Portfolio Report  
Investment Interest Earned Report  
U.S. Bank, Trustee Investment Market Value Summary Report  
Texas Class Investment Pool Report  
TexPool Investment Pool Report

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

A handwritten signature in black ink, appearing to be "A. Dees", written over a horizontal line.

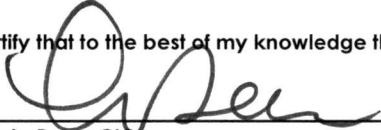
Angela Dees, CIO  
Brazoria County Treasurer

# Brazoria County Toll Road Authority Bank Account Activity and Interest Report for February 2026

Account	Beginning Bank Balance 2/1/2026	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 2/28/2026	Monthly Interest Earned	Interest Rate
<b>FIRST NATIONAL BANK OF LAKE JACKSON</b>						
Brazoria County Toll Road Authority O&M	35,282,787.49	21,659.82	632,081.84	35,936,529.15	21659.82	3.23
Brazoria County Toll Road Authority Construction	22,556,522.48	4,004.30	584,760.46	23,145,287.24	4004.3	3.23
Brazoria County Toll Road Authority FM 518	56,865.60	122.04	0.00	56,987.64	122.04	3.23
Brazoria County Toll Road Authority Debt	8,132,505.28	626,095.59	1,031,489.59	9,790,090.46	1195.59	3.23
<b>First National Bank of Lake Jackson Totals</b>	<b>37,730,120.02</b>	<b>651,881.75</b>	<b>2,248,331.89</b>	<b>40,630,333.66</b>	<b>22,934.73</b>	

**Total balance of all accounts at First National Bank of Lake Jackson as of last day of month** 40,630,333.66

I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.



\_\_\_\_\_  
 Angela Dees, CIO  
 Brazoria County Treasurer



**ANGELA DEES, CIO**

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305    Angleton, Texas 77515-4654  
979-864-1353    FAX 979-864-1680

Attached is a copy of the management reports for the securities that were pledged to **Brazoria County Toll Road Authority**, Brazoria County as Agent, by First National Bank of Lake Jackson for the month of **February 2026**.

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

---

Angela Dees, CIO  
Brazoria County Treasurer

# Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T  
 Published: 2/25/2026 9:27:20 AM

Management Report  
 Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Date: 28-Feb-26  
 Page: 2  
 Section V-C

## Safekeeping

Code	Cusip Trans#	Description Maturity Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	31292HSQ8 0705240009	FHLMC Pool #C01427 11/1/2032	C01427 6.000		\$4,125,000.00 100.00%	\$4,125,000.00	\$8,206.23	\$8,223.88	\$8,523.24
FEDERAL HOME LOAN BANK AFS									
FHLB	31418AR91 313676201303260	FNMA Pool #MA1411 4/1/2033	MA1411 2.500		\$2,500,000.00 100.00%	\$2,500,000.00	\$269,114.40	\$270,957.02	\$258,476.31
FEDERAL HOME LOAN BANK AFS									
FHLB	31402RWW5 114200200802131	FNMA Pool #736061 9/1/2033	736061 4.500		\$2,605,235.00 100.00%	\$2,605,235.00	\$35,416.11	\$35,271.68	\$35,339.61
FEDERAL HOME LOAN BANK AFS									
FHLB	31418D5R9 623726202108170	FNMA Pool #MA4455 9/1/2036	MA4455 1.500		\$2,500,000.00 100.00%	\$2,500,000.00	\$1,623,485.80	\$1,640,521.65	\$1,471,592.47
FEDERAL HOME LOAN BANK AFS									
FHLB	31418DXQ0 596565202102231	FNMA Pool #MA4286 3/1/2041	MA4286 1.500		\$3,000,000.00 50.00%	\$1,500,000.00	\$972,968.90	\$985,111.32	\$838,271.08
FEDERAL HOME LOAN BANK AFS									
FHLB	31418DR87 566731202008111	FNMA Pool #MA4110 8/1/2050	MA4110 2.000		\$2,000,000.00 100.00%	\$2,000,000.00	\$1,104,333.66	\$1,136,066.50	\$909,794.24
FEDERAL HOME LOAN BANK AFS									
<u>6 MBS - Fixed Rate</u>						<u>\$15,230,235.00</u>	<u>\$4,013,525.10</u>	<u>\$4,076,152.05</u>	<u>\$3,521,996.95</u>
FHLB	31347A6M1 676296202208051	FHLMC Pool #840876 11/1/2046	840876 6.204		\$10,360,000.00 100.00%	\$10,360,000.00	\$1,122,970.23	\$1,121,622.19	\$1,166,182.12
FEDERAL HOME LOAN BANK AFS									
<u>1 MBS - Variable Rate</u>						<u>\$10,360,000.00</u>	<u>\$1,122,970.23</u>	<u>\$1,121,622.19</u>	<u>\$1,166,182.12</u>
FHLB	3137AXSF1 306044201301250	FHR 4153 KG 8/15/2042	2.500		\$2,000,000.00 100.00%	\$2,000,000.00	\$199,369.60	\$200,841.81	\$185,659.47
FEDERAL HOME LOAN BANK AFS									
FHLB	3136ADMJ5 359939201406240	FNR 2013-30 AB 1/25/2043	2.000		\$2,300,000.00 100.00%	\$2,300,000.00	\$254,651.52	\$251,987.80	\$241,451.38
FEDERAL HOME LOAN BANK AFS									

\*\* If no data is shown, then there are no pledges for the current period.

# Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T  
 Published: 2/25/2026 9:27:20 AM

Management Report  
 Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Date: 28-Feb-26  
 Section V-C Page: 4

## Safekeeping

Code	Cusip Trans#	Description Maturity Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3136BOV45	FNR 2018-6 PA			\$2,200,000.00	\$2,200,000.00	\$239,096.59	\$237,511.05	\$219,002.65
	507962201901141	2/25/2048	3.000		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	38381TUS2	GNR 2019-44 NK			\$2,450,000.00	\$2,450,000.00	\$919,144.06	\$910,040.68	\$824,937.86
	515890201904291	2/20/2049	2.500		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3137FFAM9	FHR 5071 MP			\$2,150,000.00	\$2,150,000.00	\$1,302,988.75	\$1,298,497.61	\$1,114,161.57
	620483202107261	11/25/2049	1.000		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3136BAXR0	FNR 2020-46 PD			\$3,000,000.00	\$3,000,000.00	\$910,004.94	\$924,201.49	\$719,688.87
	562070202006291	7/25/2050	1.750		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3136BBLL4	FNR 2020-56 PE			\$3,000,000.00	\$3,000,000.00	\$883,400.37	\$904,044.55	\$711,379.70
	565826202007300	8/25/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3136BBWJ2	FNR 2020-62 PA			\$2,500,000.00	\$2,500,000.00	\$1,583,365.30	\$1,630,567.76	\$1,270,921.41
	570109202008311	9/25/2050	2.000		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	38383DVS4	GNR 2021-193 PC			\$2,500,000.00	\$2,500,000.00	\$1,575,081.78	\$1,581,967.20	\$1,347,564.84
	643477202111291	6/20/2051	1.500		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3136BHZ28	FNR 2021-45 JG			\$2,000,000.00	\$2,000,000.00	\$1,477,711.54	\$1,503,638.16	\$1,235,310.10
	623728202108170	7/25/2051	2.000		100.00%				
FEDERAL HOME LOAN BANK AFS									
<u>20 CMOs - Fixed Rate</u>						<u>\$46,300,000.00</u>	<u>\$11,977,413.82</u>	<u>\$12,078,834.43</u>	<u>\$10,279,906.64</u>
<b>Total Pledged 27 To: BCTR BRAZORIA COUNTY TOLL ROAD AUTHORITY</b>						<b>\$71,890,235.00</b>	<b>\$17,113,909.15</b>	<b>\$17,276,608.67</b>	<b>\$14,968,085.71</b>

\$0.00 Munis with Maturity Under 2 Years \$0.00 Other securities with Stated Maturity Under 2 Years  
 \$0.00 Munis with Maturity Over 2 Years \$17,113,909.15 Other securities with Stated Maturity Over 2 Years

\*\* If no data is shown, then there are no pledges for the current period.

# Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T  
 Published: 2/25/2026 9:27:20 AM

Management Report  
 Pledged To: BRAZORIA COUNTY TOLL ROAD AUTHORITY

Date: 28-Feb-26  
 Section V-C Page: 3

Safekeeping

Code	Cusip Trans#	Description Maturity Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3136AFPT5 359834201406231	FNR 2013-75 PD 4/25/2043	3.000		\$1,050,000.00 100.00%	\$1,050,000.00	\$158,837.33	\$160,510.65	\$152,100.05
FEDERAL HOME LOAN BANK AFS									
FHLB	3137BSK69 452990201612200	FHR 4623 H 11/15/2044	2.500		\$2,500,000.00 100.00%	\$2,500,000.00	\$704,511.45	\$705,132.04	\$670,192.44
FEDERAL HOME LOAN BANK AFS									
FHLB	3137BRMP7 442471201608291	FHR 4604 DC 1/15/2046	2.500		\$2,500,000.00 100.00%	\$2,500,000.00	\$272,168.68	\$274,307.23	\$251,168.58
FEDERAL HOME LOAN BANK AFS									
FHLB	3137BPGS2 437156201606240	FHR 4585 QD 4/15/2046	3.000		\$2,500,000.00 100.00%	\$2,500,000.00	\$205,969.30	\$208,700.08	\$187,581.37
FEDERAL HOME LOAN BANK AFS									
FHLB	3137BSTN3 451324201611301	FHR 4629 QG 11/15/2046	2.500		\$2,500,000.00 100.00%	\$2,500,000.00	\$240,630.88	\$240,309.19	\$213,698.94
FEDERAL HOME LOAN BANK AFS									
FHLB	3137BWU77 466698201706230	FHR 4663 PK 3/15/2047	2.000		\$2,000,000.00 100.00%	\$2,000,000.00	\$198,945.64	\$196,907.11	\$169,710.60
FEDERAL HOME LOAN BANK AFS									
FHLB	3136AWBB2 461678201704171	FNR 2017-25 QD 4/25/2047	2.250		\$2,000,000.00 100.00%	\$2,000,000.00	\$243,117.50	\$241,885.81	\$210,286.04
FEDERAL HOME LOAN BANK AFS									
FHLB	3137BXZG0 464936201705301	FHR 4682 LC 5/15/2047	2.500		\$2,000,000.00 100.00%	\$2,000,000.00	\$207,917.82	\$207,516.25	\$182,251.07
FEDERAL HOME LOAN BANK AFS									
FHLB	3136B0LE4 485282201801301	FNR 2018-5 JP 9/25/2047	3.000		\$3,000,000.00 100.00%	\$3,000,000.00	\$169,920.15	\$169,893.53	\$162,218.18
FEDERAL HOME LOAN BANK AFS									
FHLB	3136B22Q4 510582201902270	FNR 2018-62 PG 10/25/2047	3.000		\$2,150,000.00 100.00%	\$2,150,000.00	\$230,580.62	\$230,374.43	\$210,621.52
FEDERAL HOME LOAN BANK AFS									


\*\* If no data is shown, then there are no pledges for the current period.

## Brazoria County Toll Road Authority Portfolio Report for February 2026

Current Date: 2/28/2026

Descr	Type	CUSIP	Coupo n	Settle Date	Maturity Date	Next Call Date	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	Interest Earned
TexPool	LGIP		3.680				100.00	10,524,320.69	10,524,320.69	100.00	10,524,320.69	1	29,715.02
Texas Class	LGIP		3.800				100.00	26,957,707.56	26,957,707.56	100.00	26,957,707.56	1	78,487.45
US Bank	Cash		3.600				100.00	162,449.11	162,449.11	100.00	162,449.11	1	5,673.64
Depository	Cash		2.700				100.00	40,630,333.66	40,630,333.66	100.00	40,630,333.66	1	22,934.73
								<b>78,274,811.02</b>	<b>78,274,811.02</b>		<b>78,274,811.02</b>		<b>136,810.84</b>

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

  
 \_\_\_\_\_  
 Angela Dees, CIO  
 Brazoria County Treasurer

**Monthly Interest Earned for BCTRA for Fiscal Year 2026**

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
<b>BANK</b>	23,153.92	25,730.13	22,934.73	71,818.78	22,934.73	22,934.73		45,869.46									117,688.24
<b>Texpool</b>	36,536.77	34,169.55	33,989.90	104,696.22	33,056.04	29,715.02		62,771.06									167,467.28
<b>Texas Class</b>	109,958.69	96,688.04	96,235.18	302,881.91	87,840.85	78,487.45		166,328.30									469,210.21
<b>US Bank</b>	1,116.05	2,028.73	3,280.18	6,424.96	4,597.71	5,673.64		10,271.35									16,696.31
<b>Total Per Month</b>	170,765.43	158,616.45	156,439.99	485,821.87	148,429.33	136,810.84		285,240.17									771,062.04

I certify that to the best of my knowledge the above is true and correct.



Angela Dees, CIO  
Brazoria County Treasurer

BCTRA Quarterly Interest Rates Comparison by Quarter FY25																	
	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	2.66%	2.65%	2.67%	<b>2.66%</b>	2.70%	3.23%											
TEXPOOL	4.14%	3.99%	3.83%	<b>3.99%</b>	3.71%	3.68%											
TEXAS CLASS	4.28%	4.11%	3.97%	<b>4.12%</b>	3.86%	3.80%											

**Brazoria County Toll Road Authority US Bank Activity and Interest Report for February 2026**

<b>Fund</b>	<b>Beginning Balance 2/1/2026</b>	<b>Credits</b>	<b>Debits</b>	<b>Interest Earned</b>	<b>Ending Balance 2/28/2026</b>	<b>Avg. Yield</b>	<b>Expected Maturity</b>	<b>Mark to Mkt 2/28/26</b>
Brazoria County Toll Road	156,775.47	462,895.84	-462,895.84	5,673.64	162,449.11	3.600	3/1/2026	162,449.11
<b>US Bank Totals</b>	<b>145,752.80</b>	<b>462,895.84</b>	<b>-462,895.84</b>	<b>5,673.64</b>	<b>162,449.11</b>			<b>162,449.11</b>

## Brazoria County Toll Road Authority Texas Class Activity and Interest Report for February 2026

Fund	Beginning Balance 2/1/2026	Credits	Debits	Interest Earned	Ending Balance 2/28/2026	Avg. Yield	Expected Maturity	Mark to Mkt 2/28/2026
Toll Road Funds Construction	2,162.61			6.34	2,168.95	3.800	3/1/2026	2,168.95
Toll Road Funds O & M	12,782,520.31			37,325.00	12,819,845.31	3.800	3/1/2026	12,819,845.31
BCTRA LMTD REV BD 2024	14,094,537.19		-	41,156.11	14,135,693.30	3.800	3/1/2026	14,135,693.30
<b>Texas Class Totals</b>	<b>30,488,497.35</b>	<b>0.00</b>	<b>-</b>	<b>78,487.45</b>	<b>26,957,707.56</b>			<b>26,957,707.56</b>

**Brazoria County Toll Road Authority Texpool Activity and Interest Report for February 2026**

<b>Fund</b>	<b>Beginning Balance 2/1/2026</b>	<b>Credits</b>	<b>Debits</b>	<b>Interest Earned</b>	<b>Ending Balance 2/28/2026</b>	<b>Avg. Yield</b>	<b>Expected Maturity</b>	<b>Mark to Mkt 2/28/2026</b>
Toll Road Funds Construction	0.00	0.00	0.00	0.00	0.00	3.680	3/1/2026	0.00
Toll Road Funds O & M	10,524,320.69	0.00	0.00	29,715.02	10,554,035.71	3.680	3/1/2026	10,524,320.69
<b>Texpool Totals</b>	<b>10,524,320.69</b>	<b>0.00</b>	<b>-</b>	<b>29,715.02</b>	<b>10,554,035.71</b>			<b>10,524,320.69</b>

**BRAZORIA COUNTY TOLL ROAD AUTHORITY**  
**Limited Contract Tax and Subordinate Lien Toll Road Revenue Refunding Bonds**  
**Series 2020**  
**Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	624,625.00		624,625.00	1,249,250.00	104,104.17
2026	624,625.00	550,000.00	610,875.00	1,785,500.00	148,791.67
2027	610,875.00	580,000.00	596,375.00	1,787,250.00	148,937.50
2028	596,375.00	610,000.00	581,125.00	1,787,500.00	148,958.33
2029	581,125.00	640,000.00	565,125.00	1,786,250.00	148,854.17
2030	565,125.00	675,000.00	548,250.00	1,788,375.00	149,031.25
2031	548,250.00	710,000.00	530,500.00	1,788,750.00	149,062.50
2032	530,500.00	745,000.00	511,875.00	1,787,375.00	148,947.92
2033	511,875.00	785,000.00	492,250.00	1,789,125.00	149,093.75
2034	492,250.00	825,000.00	471,625.00	1,788,875.00	149,072.92
2035	471,625.00	865,000.00	450,000.00	1,786,625.00	148,885.42
2036	450,000.00	910,000.00	427,250.00	1,787,250.00	148,937.50
2037	427,250.00	955,000.00	403,375.00	1,785,625.00	148,802.08
2038	403,375.00	1,005,000.00	378,250.00	1,786,625.00	148,885.42
2039	378,250.00	1,060,000.00	351,750.00	1,790,000.00	149,166.67
2040	351,750.00	1,110,000.00	324,000.00	1,785,750.00	148,812.50
2041	324,000.00	1,170,000.00	294,750.00	1,788,750.00	149,062.50
2042	294,750.00	1,230,000.00	264,000.00	1,788,750.00	149,062.50
2043	264,000.00	1,290,000.00	231,750.00	1,785,750.00	148,812.50
2044	231,750.00	1,360,000.00	197,750.00	1,789,500.00	149,125.00
2045	197,750.00	1,430,000.00	162,000.00	1,789,750.00	149,145.83
2046	162,000.00	1,500,000.00	124,500.00	1,786,500.00	148,875.00
2047	124,500.00	1,575,000.00	85,125.00	1,784,625.00	148,718.75
2048	85,125.00	1,660,000.00	43,625.00	1,788,750.00	149,062.50
2049	43,625.00	1,745,000.00		1,788,625.00	298,104.17
	9,895,375.00	24,985,000.00	9,270,750.00	44,151,125.00	

**Debt History:**

Date of Receipt 2-Feb-20  
Amount of Issue \$24,985,000.00

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

Refunded: Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien  
Toll Road Revenue Bonds, Series 2020 BANS

**BRAZORIA COUNTY TOLL ROAD AUTHORITY**  
**Limited Contract Tax and Subordinate Lien Toll Road Revenue Bonds**  
**Series 2017A**  
**Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT	Estimated Monthly Installment Due to US BANK
2025	1,035,750.00		1,035,750.00	2,071,500.00	172,625.00
2026	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2027	1,302,750.00		1,302,750.00	2,605,500.00	217,125.00
2028	1,283,375.00	1,550,000.00	1,283,375.00	4,116,750.00	343,062.50
2029	1,243,625.00	1,630,000.00	1,243,625.00	4,117,250.00	343,104.17
2030	1,201,812.50	1,715,000.00	1,201,812.50	4,118,625.00	343,218.75
2031	1,157,875.00	1,800,000.00	1,157,875.00	4,115,750.00	342,979.17
2032	1,111,750.00	1,890,000.00	1,111,750.00	4,113,500.00	342,791.67
2033	1,063,312.50	1,985,000.00	1,063,312.50	4,111,625.00	342,635.42
2034	1,012,437.50	2,085,000.00	1,012,437.50	4,109,875.00	342,489.58
2035	959,000.00	2,190,000.00	959,000.00	4,108,000.00	342,333.33
2036	902,812.50	2,305,000.00	902,812.50	4,110,625.00	342,552.08
2037	1,191,212.50	1,928,275.00	1,191,212.50	4,310,700.00	359,225.00
2038	1,151,649.50	2,005,701.00	1,151,649.50	4,309,000.00	359,083.33
2039	1,110,593.00	2,086,814.00	1,110,593.00	4,308,000.00	359,000.00
2040	1,068,550.00	2,175,301.00	1,068,550.00	4,312,401.00	359,366.75
2041	1,024,106.50	2,263,787.00	1,024,106.50	4,312,000.00	359,333.33
2042	977,869.50	2,355,961.00	977,869.50	4,311,700.00	359,308.33
2043	929,739.00	2,451,822.00	929,739.00	4,311,300.00	359,275.00
2044	879,615.50	2,551,369.00	879,615.50	4,310,600.00	359,216.67
2045	687,558.00	2,934,284.00	687,558.00	4,309,400.00	359,116.67
2046	281,200.00	3,750,000.00	281,200.00	4,312,400.00	359,366.67
2047	204,700.00	3,900,000.00	204,700.00	4,309,400.00	359,116.67
2048	125,100.00	4,060,000.00	125,100.00	4,310,200.00	359,183.33
2049	84,500.00	4,225,000.00		4,309,500.00	718,250.00
	<u>23,293,643.50</u>	<u>53,838,314.00</u>	<u>23,209,143.50</u>	<u>100,341,101.00</u>	

17,150,000.00	Series 2017A Serial Current Interest Bonds (CIBs)
17,000,000.00	Series 2017A Current Interest Term Bonds (CIBs)
<u>19,688,313.00</u>	Series 2017A Convertible Capital Appreciation Bonds (CABs)
<u>53,838,313.00</u>	

**Debt History:**  
Date of Receipt 22-Jun-17  
Amount of Issue \$53,838,313.00

**Paying Agent:**  
U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639  
BRAZORI17CIB

Brazoria County Toll Road Authority Limited Contract Tax and Subordinate Lien  
Toll Road Revenue Bonds, Series 2017A CIB

\*Int due from closing to Sept 2017 debt payment, then monthly installments to US Bank thereafter begin Sept 2017  
Int calculations include compounded interest from Series 2017A Convertible CABs.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.1.**

**4/28/2026**

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## Designation of Location of Foreclosure Sales

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Pursuant to Texas Property Code Section 51.002, this Commissioners Court designates the atrium of the Brazoria County Courthouse Justice Center as the area for public sales of real property under a power of sale conferred by a deed of trust or other contract lien. This shall go into effect on June 1, 2026.

Further, that this designation shall be recorded in the Official Records of Brazoria County.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.2.**

**4/28/2026**

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Treasurer's Monthly Cash and Investment Report for February 2026

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Approve the Treasurer's Monthly Cash and Investment Report for February 2026. This order and affidavit must be filed with the County Clerk. It is further requested that a certified copy of this court order be returned to the County Treasurer. This report will be published on the County Website.



**ANGELA DEES, CIO**

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305    Angleton, Texas 77515-4654  
979-864-1353    FAX 979-864-1680

Attached is the Monthly Treasurer's Report submitted by Angela Dees, Brazoria County Treasurer for the month of **February 2026**. This report is submitted in compliance with the Local Government Code Chapter 114, Chapter 2256 and Chapter 2257. This report contains:

Commissioners' Court Affidavit: 114.026 (d)  
Monies received and disbursed: 114.026 (a) (1)  
Pledged Securities Management Report: 2257.021  
All other proceedings in the Treasurer's office: 114.026 (a) (3)  
Brazoria County general ledger fund activity: 114.026 (c)

Brazoria County Investment Portfolio for **February 2026**: 2256.023

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORTS ARE TRUE AND CORRECT."

---

Angela Dees, CIO  
Brazoria County Treasurer

MINUTES OF COUNTY FINANCES  
TREASURER'S MONTHLY REPORT AFFIDAVIT  
COMMISSIONERS' COURT **April 28, 2026**

BEFORE ME, the undersigned authority, a Notary Public in and for Brazoria County, Texas, on this day personally appeared the Members of Brazoria County Commissioners' Court and who after being duly sworn upon their oaths do hereby state as follows:

The requirements of Subsection (c) of the Texas Local Government Code §114.026 have been met and we have reviewed and examined the Monthly Report of: ANGELA DEES, Treasurer of Brazoria County, Texas for **February 2026**.

Further, having taken reasonable steps to ensure its accuracy as presented, approve the report and enter this order into the minutes which state total cash and other assets in the custody of the County Treasurer at the time of the examination to be **\$246,053,091.66**.

The Treasurer's report and this affidavit will be published on the Brazoria County website.

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

\_\_\_\_\_  
Jay Burrige  
Commissioner Precinct 1

\_\_\_\_\_  
Ryan Cade  
Commissioner Precinct 2

\_\_\_\_\_  
Stacy L. Adams  
Commissioner Precinct 3

\_\_\_\_\_  
David R. Linder  
Commissioner Precinct 4

SUBSCRIBED AND SWORN TO BEFORE ME THIS **28<sup>th</sup> DAY OF APRIL, 2026**.

\_\_\_\_\_  
Notary Public in and for Brazoria County, Texas  
My Commission Expires: \_\_\_\_\_

## Brazoria County Bank Account Activity and Interest Report for February 2026

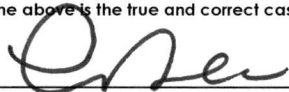
Account	Beginning Bank Balance 2/1/2026	Deposits and Other Credits Received	Checks and Other Debits Disbursed	Ending Bank Balance 2/28/2026	Monthly Interest Earned	Interest Rate
<b>FIRST NATIONAL BANK OF LAKE JACKSON</b>						
Payroll	2,801,722.42	12,739,466.48	13,614,575.86	1,926,613.04	5,921.63	3.23
Operating	11,218,121.97	68,137,935.35	67,145,342.82	12,210,714.50	29,369.88	3.23
Comptroller Direct Deposit	667,095.30	1,937,973.66	1,480,355.78	1,124,713.18	1,432.17	3.23
Employee Benefit Trust Fund *	139,797.75	2,747,279.19	2,531,442.15	355,634.79	725.19	3.23
Credit Card Account	706,314.01	641,601.37	504,291.75	843,623.63	1,643.10	3.23
E-Filing / E-Recording	310,289.45	329,601.00	163,887.80	476,002.65	879.97	3.23
Parks Credit Card	29,606.68	44,533.22	21,642.07	52,497.83	87.08	3.23
Electronic Collections Clearing	146,933.60	174,393.10	73,217.06	248,109.64	413.09	3.23
Brazoria County Receivables	-	0.00	0.00	0.00	0.00	3.23
Tax Assessor/Collector Veh Inventory Prop Tax	38,115.83	194,817.84	38,068.15	194,865.52	213.80	3.23
Tax Assessor/Collector Boat Sales Tax *	38,414.18	14,870.77	39,726.68	13,558.27	24.00	3.23
Tax Assessor/Collector Motor Vehicle Acct	3,214,530.07	7,895,859.26	7,806,042.80	3,304,346.53	6,986.57	3.23
Tax Assessor/Collector Boat Collections	2,832.67	34,061.96	22,312.86	14,581.77	12.31	3.23
Tax Assessor/Collector Sales Tax Account *	1,588,632.10	5,335,898.06	5,924,314.80	1,000,215.36	2,197.05	3.23
Tax Assessor/Collector Tax Account	30,899,709.98	383,184,082.82	407,358,091.10	6,725,701.70	8,669.30	3.23
County Clerk Registry Fund	1,656,850.14	1,276,364.27	1,245,753.01	1,687,461.40	3,611.46	3.23
District Clerk Trust Fund	3,359,946.29	75,309.43	219,253.15	3,216,002.57	6,994.52	3.23
Sheriff Barber Shop Ed Training Program *	88,783.47	427.00	753.42	88,457.05	188.48	3.23
Sheriff's Dept Narcotic Unit-Operations	3,576.28	0.00	820.00	2,756.28	6.39	3.23
Comm. Super & Corrections Dept. Restitution Acct	128,855.04	27,376.51	16,889.05	139,342.50	287.66	3.23
District Atty Check Collection Account	37,228.78	385.32	3,934.45	33,679.65	77.01	3.23
Investment Acct	4,000,000.00	4,119,155.56	8,072,155.56	47,000.00	2,608.93	3.23
County Clerk Juvenile Restitution	1,566.80	2,687.25	695.70	3,558.35	5.10	3.23
District Clerk Restitution Fund	4,674.20	169.04	377.36	4,465.88	9.76	3.23
District Atty Task Force Operations	20,200.00	0.00		20,200.00	43.18	3.23
<b>First National Bank of Lake Jackson Totals</b>	<b>61,103,797.01</b>	<b>488,914,248.46</b>	<b>516,283,943.38</b>	<b>33,734,102.09</b>	<b>72,407.63</b>	

**Total Balance of Non-Int Earning Accts: 12,153,260.67**

*Sheriff, County and District Clerks Cash Bonds; Inmate Trust; TCEQ; Bail Bond Sec; HMGP*

**Total balance of all accounts at First National Bank of Lake Jackson as of last day of month 45,887,362.76**

This report is presented in accordance with The Texas Government Code Title 4 Sec. 114.026 (a)(1) and I certify that to the best of my knowledge the above is the true and correct cash balance remaining in the Treasurer's custody.



Angela Dees, CIO

Brazoria County Treasurer



**ANGELA DEES, CIO**

BRAZORIA COUNTY TREASURER

111 E. Locust, Room 305    Angleton, Texas 77515-4654  
979-864-1353    FAX 979-864-1680

Attached is a copy of the management report for the securities that were pledged to Brazoria County by First National Bank of Lake Jackson for the month of: **February 2026.**

"I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ATTACHED REPORT IS TRUE AND CORRECT."

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Angela Dees, CIO  
Brazoria County Treasurer

# Reportfolio

First National Bank of Lake Jackson, Lake Jackson, T  
 Published: 2/25/2026 9:27:22 AM

Management Report  
 Pledged To: BRAZORIA COUNTY

Date: 28-Feb-26  
 Page: 18  
 Section V-C

## Safekeeping

Code	Cusip Trans#	Description Maturity Prerefund	Pool Coupon	Moody StdPoor	Original Face Pledged Percent	Pledged Original Face Value	Pledged Par Value	Pledged Book Value	Pledged Market Value
FHLB	3137H0KF4	FHR 5121 G			\$3,000,000.00	\$3,000,000.00	\$1,236,378.57	\$1,234,849.55	\$943,692.53
	618181202107091	2/25/2051	1.000		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3137H1QS8	FHR 5136 JL			\$2,000,000.00	\$2,000,000.00	\$1,405,812.70	\$1,411,561.94	\$1,172,032.09
	621476202107291	2/25/2051	1.250		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3136BJCB9	FNR 2021-72 JD			\$3,000,000.00	\$3,000,000.00	\$2,094,898.14	\$2,098,897.42	\$1,838,452.86
	633234202110121	5/25/2051	1.500		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	38383U3Q1	GNR 2022-173 QP			\$2,000,000.00	\$2,000,000.00	\$815,834.18	\$815,966.53	\$821,950.57
	686004202211011	6/20/2051	5.000		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	12566PAB1	CIM 2021-INV1 A2		Aaa	\$2,500,000.00	\$2,500,000.00	\$1,783,359.10	\$1,821,905.24	\$1,519,616.34
	633367202110131	7/1/2051	2.500	NA	100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3136BGQB0	FNR 2021-52 JC			\$2,500,000.00	\$2,500,000.00	\$1,703,877.30	\$1,704,862.17	\$1,466,395.48
	624444202108201	7/25/2051	1.250		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3137H26Q2	FHR 5144 PB			\$2,500,000.00	\$2,500,000.00	\$1,685,774.18	\$1,685,774.18	\$1,461,398.82
	625853202108301	9/25/2051	1.250		100.00%				
FEDERAL HOME LOAN BANK AFS									
FHLB	3136BJT47	FNR 2021-75 PB			\$2,000,000.00	\$2,000,000.00	\$1,395,324.32	\$1,394,241.45	\$1,219,928.98
	637211202110281	11/25/2051	1.500		100.00%				
FEDERAL HOME LOAN BANK AFS									
<u>48 CMOs - Fixed Rate</u>						<u>\$124,182,004.00</u>	<u>\$39,761,939.09</u>	<u>\$40,090,323.41</u>	<u>\$34,107,699.61</u>
<u>Total Pledged 127 To: BRC BRAZORIA COUNTY</u>						<u>\$336,652,301.00</u>	<u>\$76,694,735.75</u>	<u>\$77,036,434.55</u>	<u>\$69,269,600.83</u>

\$0.00 Munis with Maturity Under 2 Years \$14,081,264.06 Other securities with Stated Maturity Under 2 Years  
 \$0.00 Munis with Maturity Over 2 Years \$62,613,471.69 Other securities with Stated Maturity Over 2 Years

\*\* If no data is shown, then there are no pledges for the current period.



ANGELA DEES, CIO  
 BRAZORIA COUNTY TREASURER

**Brazoria County Treasurer's Office Proceedings for February 2026**

ACTIVITY	COUNT	AMOUNT
Cash Receipts issued	52	\$ 291,166.68
Treasurer BCSO Transport Cash/Checks Deposits Processed	0	\$ -
Treasurer Remote Deposits Processed	0	\$ -
HealthCare Invoices processed	11	\$ 2,388,653.96
Retiree Premium Processed	0	
Under 65 Retiree Prepaid 401H Reimbursements processed	106	\$ 31,270.00
Over 65 Retiree Prepaid 401H reimbursements processed	276	\$ 78,014.00
Wire Transfers executed	97	\$ 179,612,187.11
Toll Road Wires Executed	6	\$ 1,656,389.59
EFT files processed	13	\$ 9,366,658.14
Account Payables checks printed and distributed (102101)	1084	\$ 7,054,400.01
Jury Payments Processed	1371	\$ 51,804.00
BCCSCD checks printed and distributed	141	\$ 33,893.09
HUD checks printed and distributed	93	\$ 139,566.75
Payroll checks printed and distributed (102821)	40	\$ 44,712.87
Payroll advices printed and distributed (est):	700	\$ -
Stop payments issued	30	\$ 42,458.83
Bank Reconciliations	19	
ACH/Wire/Check Reconciliations	19	
EFT Set ups, Declines and/or changes to EFT's	2	

Submitted for compliance with Local Government Code Sec. 114.026 subsection (a)(3)  
 "I certify to the best of my knowledge the above information is true and correct."

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Angela Dees, CIO  
 Brazoria County Treasurer



**Brazoria County General Ledger Fund Balance Activity**  
February 1, 2026 - February 28, 2026

998 Included

General Ledger Fund balances are of the last day of the month and may not include all journal entries and adjustments for that month.  
Bank accounts have been reconciled or, are in the process of being reconciled to general ledger since this report was generated.  
Submitted for compliance with Local Government Code Sec. 114.026 subsection (c)

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
10000 - General Fund	\$34,250,911.73	\$432,407,310.57	-\$490,677,329.10	-\$24,019,106.80	\$179,922,124.29	\$156,766,384.29	-\$189,062,980.91	\$147,625,527.67
10100 - General Fund - Construction	\$0.00	\$6,920.00	-\$6,920.00	\$0.00				
10200 - Juv Prob Fees	\$8,043.59	\$27.13	\$0.00	\$8,070.72				
10300 - Unclaimed Juvenile Restitution	\$12,466.23	\$0.00	\$0.00	\$12,466.23				
10340 - Constable 4 Marine Team	\$1,015.17	\$3.21	\$0.00	\$1,018.38				
10350 - Sheriff Special Response Team	\$16,346.58	\$51.67	\$0.00	\$16,398.25				
10351 - Sheriff Drone Team	\$0.00	\$0.00	-\$749.59	-\$749.59				
10352 - Sheriff Marine Team								
10353 - Sheriff Dive Team								
10400 - Env Health-Retail Food Permits	\$17,964.12	\$29,024.81	-\$39,598.91	\$7,390.02				
10500 - District Clerk Contingency	\$578,695.09	\$1,833.95	-\$0.34	\$580,528.70	\$315,408.98	\$890.54	\$0.00	\$316,299.52
10600 - Fire Training Field	\$13,870.08	\$43.37	-\$147.79	\$13,765.66				
10700 - Parks Special Events	\$27,526.88	\$197.35	\$0.00	\$27,724.23				
10710 - Parks SFA Special Projects	\$11,177.92	\$107.15	-\$4.34	\$11,280.73				
10850 - CPS-Donations	\$51,465.82	\$162.56	-\$33.81	\$51,594.57				
20000 - Road and Bridge Non-Construct	\$17,830,539.58	\$12,470,496.38	-\$4,188,377.21	\$26,112,658.75	\$36,828,754.89	\$105,699.36	\$0.00	\$36,934,454.25
20500 - Road and Bridge Construction	\$10,395.19	\$936,869.28	-\$929,539.05	\$17,725.42				
30000 - USDA-WIC								
30100 - HHSC Women Infants & Children	-\$408,837.33	\$385,610.60	-\$391,229.96	-\$414,456.69				
30200 - USDA-WIC Peer Counseling								
30300 - USDA-WIC Registered Diet								
30400 - USDA-WIC Lactation Reimb.								
30502 - HHS-PPCPS-CRI	-\$5,746.06	\$3,235.49	-\$6,741.39	-\$9,251.96				
30600 - HHS-RLSS-LPHS	-\$2,171.33	\$0.00	-\$967.29	-\$3,138.62				
30701 - HHS-CPS/HCID-PHEP								
30702 - HHS-CPS/UNIQUE								
30705 - HHS-PPCPS-HAZARDS	-\$28,700.49	\$12,034.40	-\$26,029.78	-\$42,695.87				
30706 - 2017 Hur Public Hlth Crisis R								
30707 - COVID-19 Health Grant								
30708 - COVID19-2 Health Grant								
30709 - COVID-19 Vaccination Capacity								
30710 - HHS-INFECTIOUS_DIS_CONTRL_UNIT	-\$9,861.79	\$5,979.34	-\$12,406.36	-\$16,288.81				
30711 - COVID Health Disparities								
30712 - COVID-PH Workforce Capacity								
30713 - PHIG-Public Hlth Infrastructur	-\$14,210.59	\$7,022.67	-\$15,899.29	-\$23,087.21				
30714 - HHS-Medical Reserve Corps	-\$23,621.00	\$0.00	\$0.00	-\$23,621.00				
30800 - HHS-CPS-Title IV-E-FCM	-\$31,139.10	\$3,151.12	-\$6,573.76	-\$34,561.74				
30850 - HHS-CPS-Title IV-E Legal Svcs	-\$446,382.84	\$38,356.83	-\$121,057.76	-\$529,083.77				
31100 - DHS-Repetitive Flood Claims								
31300 - DHS-Buffer Zone Protection	\$319.21	\$0.00	\$0.00	\$319.21				
31500 - DHS-St Homeland Sec-UASI	-\$87,627.54	\$88,107.54	-\$45,127.54	-\$44,647.54				
31501 - DHS-St-UASI-M&A	-\$447.65	\$596.06	-\$1,136.11	-\$987.70				
31504 - DHS-Ballistic Vests								
31505 - DHS-Dispatch Console Upgrade								
31506 - DHS-BC Mobile Command Trailer								
31508 - DHS-BC Mobile Command Vehicle								
31550 - DHS-Breach Attack Simulation								
31600 - DHS-St Homeland Security	\$500.00	\$0.00	\$0.00	\$500.00				
31611 - DHS-Victoria OPSG	\$0.00	\$1,115.94	-\$557.97	\$557.97				
32013 - Section8-Adm								
32019 - HUD-2019-Section 8 Housing-ADM								
32022 - HUD-AllYrsSection8 Housing-ADM	\$1,440,397.89	\$172,925.14	-\$188,748.49	\$1,424,574.54				
32030 - HUD-AllYrs-Section 8-SVs-ADM	-\$129.65	\$0.00	\$0.00	-\$129.65				
32052 - HUD-AllYrs-Section 8-EHV-ADM	\$246,521.58	\$82,683.45	-\$152,406.57	\$176,798.46				
32119 - HUD-2019-Section 8 Housing-HAP								
32120 - HUD-2020-Section 8 Housing-HAP								
32121 - HUD-2021-Section 8 Housing-HAP								
32122 - HUD-2022-Section 8 Housing-HAP								
32123 - HUD-AllYrs-Section8Housing-HAP	\$143,588.62	\$934,988.00	-\$933,041.38	\$145,535.24				
32130 - HUD-AllYrs-Section 8-SVs-HAP								
32140 - HUD-AllYrs-Section8-FYI-HAP	-\$6,736.05	\$0.00	-\$2,244.00	-\$8,980.05				
32153 - HUD-AllYrs-Section 8-EHV-HAP	\$6,334.04	\$50,184.00	-\$51,883.00	\$4,635.04				
32211 - HUD-CDBG-2011								
32212 - HUD-CDBG-PY2012								
32213 - CDBG	-\$203,549.45	\$19,421.36	-\$201,339.17	-\$385,467.26				
32214 - HOME	\$20,688.47	\$6,268.18	-\$18,301.60	\$8,655.05				
32215 - ESG								
32600 - HUD-Texas CDBG	-\$501,711.17	\$583.06	-\$1,194.69	-\$502,322.80				
32610 - HUD-2016 Flood GLO	-\$112,341.32	\$146,502.52	-\$195,460.12	-\$161,298.92				
32620 - HUD-Harvey GLO	-\$424,925.98	\$26,451.83	-\$27,112.47	-\$425,586.62				
33200 - USDOJ-Crime Vict Assist-VOCA	\$364.22	\$0.00	-\$353.32	\$10.90				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
33201 - USDOJ-Crime Vict Assist Prog	\$4.83	\$0.00	\$0.00	\$4.83				
33202 - USDOJ-Crime Victim Assist Prog	-\$91,283.09	\$150,134.97	-\$111,445.61	-\$52,593.73				
33250 - USDOJ-CSCD-Victim Svcs Prg								
33251 - USDOJ-CSCD-VSP	-\$2,321.00	\$2,321.00	-\$2,321.00	-\$2,321.00				
33300 - USDOJ-Drug Court Program	-\$13,814.17	\$156,926.52	-\$158,911.15	-\$15,798.80				
33301 - OOG - Mental Health Court	-\$17,857.01	\$17,561.84	-\$18,686.00	-\$18,981.17				
33303 - OOG-Body Worn Cameras								
33305 - OOG-Radio Communications Tower								
33310 - USDOJ-DWI Court Program	-\$14,929.38	\$23,698.38	-\$27,538.38	-\$18,769.38				
33320 - USDOJ-Veterans Court Program	\$1,229.00	\$8,855.24	-\$9,919.24	\$165.00				
33330 - USDOJ-Domestic Violence Court	-\$42,831.45	\$67,406.35	-\$47,005.22	-\$22,430.32				
33415 - OJP-Edward Byrne Mem JAG Grant	\$17,773.00	\$0.00	\$0.00	\$17,773.00				
33500 - USDOJ-DEA-Narcotics OT Exp	-\$1,777.72	\$1,073.84	-\$6,821.41	-\$7,525.29				
33510 - USDOJ-Organized Crime Drug Enf								
33517 - Auto Theft Task Force	-\$105,751.09	\$64,300.28	-\$51,124.87	-\$92,575.68				
33518 - Texas Anti-Gang Program								
33530 - JLEO - Join Law Enforcement Op								
33900 - USDOJ-SCAAP	\$201,342.51	\$636.36	\$0.00	\$201,978.87				
34105 - TPW-HRCP-COL BOTTOMLAND PROJ								
34106 - TPW-Resoft Park Trail Dvlpmt								
34108 - TPW-FM 2918 Boat Ramp Reno	-\$0.01	\$0.00	\$0.00	-\$0.01				
34200 - DOI-Parks Boating Access								
34250 - DOI-Swan Lake Boat Ramp								
34270 - DOI-Buffalo Camp Park Renov								
34350 - USDOT - Parks HQ Trail System	\$0.00	\$186.45	-\$12,184.75	-\$11,998.30				
34400 - USDOT-CR 257 Repairs								
34501 - 2025 HAVA Election Security	\$0.00	\$0.00	-\$161,370.00	-\$161,370.00				
34600 - FEMA - Flood Disaster 2015								
34610 - FEMA - Flood Disaster 2016								
34615 - FEMA-Harvey 2017	\$983,179.36	\$0.00	\$0.00	\$983,179.36				
34616 - FEMA-Hazard Mitigation Grant P	\$381,567.14	\$282.63	\$0.00	\$381,849.77				
34619 - Fema - Flood Disaster 2019								
34620 - CARES-Coronavirus Relief Fund								
34621 - FEMA-Laura 2020								
34623 - FEMA-DR4485TX COVID19 Pandemic								
34624 - FEMA Winter Storm-inc pd 2.11	-\$228,834.05	\$0.00	\$0.00	-\$228,834.05				
34625 - FEMA-Nicholas 2021								
34626 - FEMA-Beryl 2024	-\$616,964.61	\$130,470.39	-\$74,886.23	-\$561,380.45				
34627 - January 2025 Winter Storm								
34715 - FCC-E-Rate Library Program	-\$61,076.12	\$87,442.92	-\$60,468.49	-\$34,101.69				
34717 - FCC-Library ECF Funding								
34820 - USDC-SLP Dune Walkover								
34850 - USTREAS-Restore Act Projects	-\$291,461.05	\$0.00	-\$8,252.72	-\$299,713.77				
34851 - Emergency Rental Assistance								
34852 - Emergency Rental Assistance 2								
34855 - American Rescue Plan-2021CLFRF	\$12,881,345.92	\$10,467.50	-\$224,032.33	\$12,667,781.09	\$4,244,940.05	\$12,328.56	\$0.00	\$4,257,268.61
34856 - ARP-Emerg Food & Shelter Prg								
34857 - LATCF-Tribal Consistency Fund								
34860 - DOI-Parks - CIAP Grant								
34880 - TXDOT-SH288 Truck Weigh Statn								
34881 - TXDOT-CR58 PH II (CSJ304)	-\$5,694,968.69	\$183,074.37	\$0.00	-\$5,511,894.32				
34882 - TXDOT-CR59 (CSJ 305)	-\$1,873,038.93	\$0.00	\$0.00	-\$1,873,038.93				
34883 - TXDOT-CR101 Widening (CSJ303)	-\$777,188.46	\$0.00	\$0.00	-\$777,188.46				
34891 - 2025 NRCS Waterway Debris Remo								
34901 - USDOT-22CVANGLE-RescuePlan								
34902 - USDOT-21CRANGLE-Covid19Relief								
34912 - USDOT-1212ANGLE-Wildlife								
34913 - TXDOT 1312ANGLE-APRON								
34922 - TXDOT - 2212ANGLE								
34923 - TXDOT - 2612ANGLE	-\$1,600,000.00	\$0.00	\$0.00	-\$1,600,000.00				
34925 - TXDOT ? CARES 20CRANGLE								
34960 - TDEM-Airport Generator								
35000 - TJJJ-State Aid	\$262,787.53	\$424,953.80	-\$394,311.18	\$293,430.15				
35010 - TJJJ-Salary Adjustment Grant	\$410,252.18	\$65,254.12	-\$135,868.92	\$339,637.38				
35015 - Supplemental & Emergent Funds	-\$15,000.00	\$45,000.00	-\$30,000.00	\$0.00				
35020 - TJJJ-PREA Audit Support								
35650 - TJPC-JJAE-Boot Camp-8/31	-\$196,582.18	\$44,120.37	-\$123,730.78	-\$276,192.59				
35800 - TJPC-JJAE-Boot Camp-7/31								
35900 - TJJJ-Mental Health Services								
35950 - TJJJ-RDA-RegDiversionAlt-"R"								
36120 - SOS-Voting machines reimb								
36135 - NRA Foundation	\$3,000.00	\$0.00	\$0.00	\$3,000.00				
36150 - H-GAC-Tire Collection Grant								
36410 - Texas Veterans Treatment Crt								
36602 - GLO-CEPRA-SLP	\$15,036.50	\$0.00	\$0.00	\$15,036.50				
36603 - GLO-Follett Dune Restoration	\$217,156.32	\$0.18	-\$760,379.40	-\$543,222.90				
36605 - GLO-Beach User Fees	-\$205,939.64	\$48,301.82	-\$101,172.39	-\$258,810.21				
36606 - GLO_CMP_SJP	-\$2,654.79	\$0.00	\$0.00	-\$2,654.79				
36801 - TXDOT-CR 48 PROJECT								
36802 - TXDOT-CTIF(Cty Trans Infr Fnd)								
37000 - OAG-VAG Grant	-\$10,075.12	\$9,645.94	-\$12,305.11	-\$12,734.29				
37100 - OAG-TEXAS VINE CONTR	-\$6,111.35	\$0.00	-\$7,659.84	-\$13,771.19				
37200 - DFPS-CPS-Title IV-B-Concr Svc								
37300 - TDHCA-Amy Young Barrier Remova								
37400 - TDH-Immunization	-\$25,893.96	\$51,278.73	-\$50,800.81	-\$25,416.04				

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
37710 - OAG-Opioid Settlement	\$247,232.89	\$0.00	\$0.00	\$247,232.89				
37800 - OAG-Regional Juv Mental Hlth S								
37913 - TXDOT-M312ANGLE-FY13RAMP								
37914 - TXDOT-M212ANGLE-FY14RAMP								
37916 - TXDOT-M1612ANGL-FY16RAMP								
37917 - TXDOT-FY17RAMP								
37924 - TXDOT-FY24RAMP								
37925 - TXDOT-FY25RAMP								
37926 - TXDOT-FY26RAMP	-\$4,505.00	\$0.00	\$0.00	-\$4,505.00				
38000 - Fire Code Inspection & Permit	-\$227,123.22	\$127,408.14	-\$163,129.82	-\$262,844.90				
38010 - Economic Development Tax Abate	\$293,039.79	\$1,628.40	\$0.00	\$294,668.19				
38020 - BC Industrial Development Corp	\$104,485.73	\$239.52	\$0.00	\$104,725.25				
38100 - Vital Statistics Fee	\$158,377.07	\$2,949.82	-\$1,350.00	\$159,976.89				
38110 - CC Records Mgmt-Recording	\$922,961.06	\$86,194.42	-\$43,016.82	\$966,138.66	\$1,130,161.81	\$3,190.98	\$0.00	\$1,133,352.79
38120 - CC Records Archive	\$2,638,618.30	\$95,130.09	-\$48,380.51	\$2,685,367.88				
38130 - CC Records Mgmt-Criminal	\$164,934.35	\$3,926.26	-\$963.96	\$167,896.65				
38200 - CC Records Mgmt-Civ,Crim,Prob	-\$257,500.83	\$0.00	-\$815.09	-\$258,315.92	\$372,901.43	\$1,052.88	\$0.00	\$373,954.31
38210 - County Graffiti Eradication	\$3,422.04	\$10.82	\$0.00	\$3,432.86				
38220 - CC-DC Technology	\$164,510.91	\$1,320.26	-\$210.28	\$165,620.89				
38230 - CC Records Preservation	\$127,749.79	\$491.92	\$0.00	\$128,241.71				
38240 - CC-DC Specialty Court	\$234,597.63	\$5,013.16	-\$1,124.06	\$238,486.73				
38250 - CCSB41 Consolidated Rec Mgmt	\$200,005.10	\$8,957.56	-\$2,165.00	\$206,797.66				
38251 - CCSB41 Clerk of Court Account	\$6,445.59	\$19,545.42	-\$25,857.79	\$133.22				
38300 - Child Abuse Prevention Fund	\$2,672.91	\$31.42	\$0.00	\$2,704.33				
38320 - DC Records Management	\$82,498.87	\$1,822.87	-\$351.79	\$83,969.95				
38330 - DC Records Archive	\$46,682.01	\$116.84	-\$0.68	\$46,798.17				
38340 - DC Records Preservation	\$23,734.35	\$97.09	-\$0.68	\$23,830.76				
38350 - DC Records Technology	\$41,412.70	\$152.96	-\$0.68	\$41,564.98				
38360 - DCSB41 Consolidated Rec Mgmt	\$638,935.72	\$21,758.90	-\$6,401.47	\$654,293.15				
38361 - DCSB41 Clerk of Court Account	\$17,701.74	\$55,610.74	-\$72,919.16	\$393.32				
38400 - Justice Court Bldg Security	-\$94,306.95	\$40,848.48	-\$67,950.79	-\$121,409.26				
38410 - Justice Court Technology Fund	\$822,091.88	\$11,513.93	-\$5,321.13	\$828,284.68				
38420 - JPSB41 Support Fund	\$1,167,230.89	\$46,658.51	-\$9,500.00	\$1,204,389.40				
38440 - Specialty Court Stipends								
38500 - Courthouse Security	\$251,500.38	\$20,171.49	-\$5,988.05	\$265,683.82				
38501 - Courthouse Attny Access Card	\$18,379.25	\$2,554.16	-\$2,442.00	\$18,491.41				
38510 - SB41 Court Facility Fee Fund	\$514,194.64	\$18,701.99	-\$5,280.00	\$527,616.63				
38511 - SB41 County Jury Fund	\$266,788.11	\$9,386.46	-\$2,640.00	\$273,534.57				
38512 - SB41 Language Access Fund	\$220,949.72	\$8,421.38	-\$1,932.00	\$227,439.10				
38513 - SB41 Guardianship Fund	\$44,051.57	\$1,127.78	-\$250.00	\$44,929.35				
38514 - SB41 Court Report Service Fund	\$664,397.64	\$23,417.88	-\$11,852.00	\$675,963.52				
38515 - SB41 Appellate Judicial System	\$133,473.71	\$4,698.46	-\$1,325.00	\$136,847.17				
38516 - SB41 Judicial Edu and Support	\$21,417.14	\$547.00	-\$110.00	\$21,854.14				
38600 - LEOSE	\$78,216.65	\$494.42	-\$247.21	\$78,463.86				
38710 - D A Hot Check Collection	\$6,739.27	\$349.67	-\$405.32	\$6,683.62				
38720 - D A Supplemental	\$12,208.47	\$280.48	-\$1,235.00	\$11,253.95				
38730 - D A Forfeiture, CCP Chapter 59	\$742,540.44	\$9,447.07	-\$966.84	\$751,020.66				
38750 - Pretrial Diversion	\$343,350.68	\$63,962.95	-\$58,021.69	\$349,291.94				
38810 - Voter Registration	-\$11,321.25	\$0.00	\$0.00	-\$11,321.25				
38820 - Special Inv,Dealer Escrow-Tax	\$280,334.93	\$3,481.09	-\$8,114.27	\$275,701.75	\$36,841.00	\$104.02	\$0.00	\$36,945.02
38830 - Scofflaw Fees, TTC Sect 502.01	\$2,391.60	\$7.56	\$0.00	\$2,399.16				
38910 - Election Services Contract	\$366,856.44	\$37,934.05	-\$99.99	\$404,690.50				
38920 - Elections - HAVA Equip, Rental	\$1,506,533.03	\$4,761.56	\$0.00	\$1,511,294.59				
39020 - Constable Pct 2 Forfeiture	\$3,132.72	\$9.90	\$0.00	\$3,142.62				
39040 - Constable Pct 4 Forfeiture	\$2,524.74	\$7.98	\$0.00	\$2,532.72				
39100 - Sheriff Contraband Forfeiture	\$433,685.80	\$14,766.04	-\$13,290.31	\$435,161.53				
39110 - Braz Cnty Narcotics Task Force	\$539,970.80	\$233,245.95	-\$29,063.75	\$744,153.00				
39120 - Sheriff Commissary Fund	\$1,948,821.10	\$239,248.53	-\$170,052.09	\$2,018,017.54				
39130 - Sheriff-Federal Forfeiture	\$940,031.97	\$22,935.62	-\$11,194.55	\$951,773.04				
39200 - Juvenile Case Manager Fund	\$26,180.41	\$20.00	-\$5.00	\$26,195.41				
39210 - Bond & Occupational LSF	\$3,941.57	\$9,637.15	-\$16,353.53	-\$2,774.81				
39300 - Reliant Energy CARE Program	\$15,869.33	\$0.00	-\$2,877.46	\$12,991.87				
39305 - Direct Energy N2N								
39306 - Cirro Energy - Utility Assist.	\$4,590.35	\$0.00	-\$217.00	\$4,373.35				
39310 - UnitedWay-Emergency Assistance								
39390 - SETH-SE TX Housing Fln. Corp.	\$235.89	\$0.75	\$0.00	\$236.64				
39410 - Library-Special Projects	\$326,457.22	\$1,543.44	-\$195.75	\$327,804.91				
39500 - SEP-Wastewater-EnvHlth-TCEQ	\$18,984.84	\$0.00	\$0.00	\$18,984.84				
39615 - TPW Foundation-Grt TX Birding	\$4,750.45	\$0.00	\$0.00	\$4,750.45				
39620 - Shoreline Rest. Task Force	\$37,795.98	\$119.46	\$0.00	\$37,915.44				
39630 - 2006 GoM Energy Security Act	\$4,453,730.52	\$14,043.74	-\$8,835.00	\$4,458,939.26				
39700 - Lateral Road Fund								
39710 - Road & Bridge, Ch 152, Tx Code								
39720 - Special Projects								
39764 - Riverside Est Spcl Assmt	\$11,786.09	\$0.00	\$0.00	\$11,786.09				
39766 - Twin Lakes Assmt	\$50,094.00	\$0.00	\$0.00	\$50,094.00				
39768 - Old Coffee Plantation Sp Asses	\$14,628.60	\$0.00	\$0.00	\$14,628.60				
39769 - Lindell-Hudspeth Dr Spec Asses								
39770 - Lindell-Frio Dr Spec Assess								
39771 - Lindell-Donley Dr Spec Assess								
39778 - River Road Special Assessment								
39779 - Forest Loop Road Special Asses	\$68,661.36	\$0.00	\$0.00	\$68,661.36				
39780 - Marydean St Special Assessment								
39781 - Delores St Special Assessment								
39782 - Loop Dr Special Assessment								

Fund	Cash				Investments			
	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance	Opening GL Balance	GL Debit	GL Credit	GL Ending Balance
39800 - Law Library	-\$140,645.72	\$38,263.43	-\$42,259.47	-\$144,641.76	\$138,675.36	\$391.52	\$0.00	\$139,066.88
39900 - Mosquito Control District	\$1,521,193.71	\$925,000.49	-\$225,367.49	\$2,220,826.71	\$454,908.90	\$1,284.38	\$0.00	\$456,193.28
40000 - 2012 Gen Oblig Rfd (2003 CO)								
41000 - 2016 Limited Tax Rfd (2006 CO)	\$727,090.80	\$1,357.24	-\$1,097,914.06	-\$369,466.02	\$574,320.70	\$1,621.57	\$0.00	\$575,942.27
42000 - 2021 Gen Oblig Rfd (2012 CO)	\$1,345,558.00	\$552,279.94	-\$1,736,975.00	\$160,862.94				
42100 - 2018 Cert of Oblig-I,S	-\$5,359,842.24	\$184,547.36	-\$379,250.10	-\$5,554,544.98				
42200 - 2021 CO-Courthouse Campus I,S	\$4,195,311.12	\$1,165,400.42	-\$3,666,950.02	\$1,693,761.52				
44000 - Toll Road-SH288-I&S	\$12,057,694.68	\$930,725.66	-\$482,486.90	\$12,505,933.44				
44100 - Toll Road-288EXT-I&S	\$401,485.09	\$731,595.24	-\$568,593.75	\$564,486.58	\$6,711.68	\$0.00	\$0.00	\$6,711.68
45000 - Road Bonds-Mobility-I,S	\$1,606,331.28	\$941,681.72	-\$3,173,000.08	-\$624,987.08	\$1,032,367.27	\$2,914.82	\$0.00	\$1,035,282.09
51000 - 2006 Certificate of Obligation								
52000 - 2012 Cert of Oblig,C,M								
52100 - 2018 Cert of Oblig,C,M	\$759,521.65	\$1,623.13	-\$245,970.00	\$515,174.78				
52200 - 2021 CO-Courthouse Campus C,M	-\$394,523.10	\$0.00	-\$23,414.67	-\$417,937.77				
52201 - 2022 EOC State Allocation								
54000 - Toll Road-SH288-C & M	\$26,406.82	\$4,304.81	\$0.00	\$30,711.63	\$2,162.61	\$6.34	\$0.00	\$2,168.95
54100 - Toll Road-SH288EXT-C & M	\$1,615,402.16	\$0.00	-\$69,244.59	\$1,546,157.57	\$14,087,825.51	\$41,156.11	\$0.00	\$14,128,981.62
55000 - Mobility Plan								
57200 - Ring of Honor	\$68,641.33	\$216.95	\$0.00	\$68,858.28				
60500 - Airport Operating	-\$2,412,245.31	\$408,840.84	-\$505,629.30	-\$2,509,033.77				
61000 - BCTRA O&M SH288	\$9,327,547.30	\$1,519,069.75	-\$627,052.05	\$10,219,565.00	\$23,306,841.00	\$67,040.02	\$0.00	\$23,373,881.02
64000 - BCTRA FM518 PEDC-SH288	\$306,823.46	\$121.14	\$0.00	\$306,944.60				
64100 - BCTRA Contributions-SH288								
64200 - BCTRA FM518 TXDOT-SH288	-\$26,075.30	\$0.00	\$0.00	-\$26,075.30				
64510 - BCTRA Preliminary-288 Extn	-\$254,270.86	\$0.00	\$0.00	-\$254,270.86				
71000 - Health Care Benefits	-\$138,052.59	\$2,686,496.54	-\$2,457,568.76	\$90,875.19	\$1,456,417.59	\$2,689.47	-\$900,000.00	\$559,107.06
72000 - Employee Health Clinic	\$329,681.37	\$76,794.90	-\$153,805.45	\$252,670.82				
73000 - Insurance Reserve	\$630,800.39	\$3,849.35	-\$7,901.95	\$626,747.79	\$723,220.93	\$2,041.98	\$0.00	\$725,262.91
81000 - B Cnty Groundwatr Conserv Dist	\$2,760,415.69	\$193,004.64	-\$83,174.63	\$2,870,245.70				
81100 - Braz Cnty Toll Road Authority								
81500 - CSCD DP6 - SUD Program	-\$82,653.07	\$167,000.46	-\$69,302.44	\$15,044.95				
81600 - CSCD-TAIP Treatment Alter.	\$20,733.43	\$5,526.48	-\$11,510.52	\$14,749.39				
81700 - CSCD DP17 - MHealth Caseloads	\$618.42	\$24,570.45	-\$20,697.80	\$4,491.07				
81800 - CSCD Basic Supervision Prog	\$1,059,214.51	\$624,987.74	-\$803,011.39	\$881,190.86				
81850 - CSCD-Evidence Based Assessment								
81900 - CSCD CC4 - High Risk Program	\$29,311.07	\$13,337.75	-\$27,971.34	\$14,677.48				
82000 - CSCD-Comm Corr-Life								
82100 - CSCD CCS- Sex Offender Program	\$80,282.07	\$10,997.19	-\$24,659.34	\$66,619.92				
82200 - CSCD-Comm Corr-Substance Abuse								
82300 - CSCD DP4 - High Risk Program	\$3,432.99	\$16,728.16	-\$17,483.65	\$2,677.50				
82400 - CSCD-New Caseload Reduction-DP								
82500 - CSCD DP30 - SUD Trt Pgm	\$45,468.64	\$24,785.17	-\$52,874.17	\$17,379.64				
82600 - CSCD-Mental Health Treatment	\$6,450.15	\$3,025.17	-\$6,264.42	\$3,210.90				
82700 - CSCD DP33-Pre-Trial Diversion	\$1,183.56	\$373.91	-\$760.48	\$796.99				
88000 - Trust & Agency								
88200 - Brazos Mall								
88300 - SH288 @ CR 56 Overpass								
89000 - Historical Commission	\$1,827.79	\$5.78	\$0.00	\$1,833.57	\$16,979.90	\$47.94	\$0.00	\$17,027.84

**Brazoria County Portfolio Report for February 2026**

Current Date: 2/28/2026

Fund	Descr	Type	CUSIP	Coupon	Settle Date	Maturity Date	Next Call Date	Par Value	Purch Price	Purch Cost	Book Value	Mkt Price	Mkt Value	Days to Mat	YTM	Interest Earned
10000	FFCB	Agency	3133ETL96	3.610	10/28/25	10/27/27	10/27/26	\$ 2,000,000.00	100.00	\$ 2,000,100.56	\$ 2,000,000.00	0.9986	\$ 2,000,000.00	606	3.610	
10000	FFCB	Agency	3133ETC1	4.080	08/14/25	08/14/28	08/14/26	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	1.0001	\$ 2,000,160.00	898	4.400	\$ 40,800.00
10000	FFCB	Agency	3133ETK71	3.560	10/28/25	10/27/28	10/27/27	\$ 2,000,000.00	100.00	\$ 2,000,097.78	\$ 2,000,000.00	1.0004	\$ 2,000,000.00	972	3.560	
10000	FHLMC	Agency	3134HCFK0	3.850	12/11/25	12/11/28	09/11/26	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9985	\$ 2,000,000.00	1017	3.850	
10000	FNMA	Agency	3136GCLQ6	3.700	2/12/2026	2/12/2029	#####	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	1.000059	\$ 2,000,000.00	1080	3.7	
10000	FFCB	Agency	3133EWEP1	3.800	2/26/2026	2/26/2029	#####	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	0.99995	\$ 2,000,000.00	1094	3.8	
matured or called investments																
10000	FNMA	Agency	3136GAB65	4.700	02/25/25	02/25/28	02/25/26	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	1.0000	\$ 1,999,840.00	727	4.700	\$ 47,000.00
10000	FHLB	Agency	3130B7VL5	4.150	09/29/25	09/15/28	12/15/25	\$ 2,000,000.00	100.00	\$ 2,000,000.00	\$ 2,000,000.00	0.9924	\$ 2,000,000.00	930	4.150	\$ 31,355.56
997	TexPool	LGIP		3.681				\$ 144,592,729.76	100.00	\$ 144,592,729.76	\$ 144,592,729.76	100.00	\$ 144,592,729.76	1	3.681	\$ 453,801.17
998	Texas Class	LGIP		3.802				\$ 39,572,999.14	100.00	\$ 39,572,999.14	\$ 39,572,999.14	100.00	\$ 39,572,999.14	1	3.802	\$ 115,216.89
999	Depository	Cash		2.700				\$ 45,887,362.76	100.00	\$ 45,887,362.76	\$ 45,887,362.76	100.00	\$ 45,887,362.76	1	3.230	\$ 72,407.63
								<b>\$ 246,053,091.66</b>		<b>\$ 246,053,290.00</b>	<b>\$ 246,053,091.66</b>		<b>\$ 246,053,091.66</b>			<b>\$ 760,581.25</b>

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023 and complies with the Investment Strategy of Brazoria County's Investment Policy and I certify that to the best of my knowledge the above is true and correct.

  
 Angela Dees, CIO  
 Brazoria County Treasurer

**Monthly Interest Earned for Fiscal Year 2026**

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Annual Earned
<b>BANK</b>	81,873.12	75,527.94	82,937.94	240,339.00	111,949.38	72,407.63		184,357.01									<b>352,288.38</b>
<b>TEXPOOL</b>	244,244.61	208,326.53	268,403.38	720,974.52	409,047.61	453,801.17		862,848.78									<b>1,130,022.13</b>
<b>Texas Class</b>	141,573.48	132,072.20	132,336.02	405,981.70	128,947.35	115,216.89		244,164.24									<b>534,929.05</b>
<b>Agencies</b>	107,848.34	-	42,050.00	149,898.34	46,000.00	119,155.56		165,155.56									<b>195,898.34</b>
<b>Total Per Month</b>	575,539.55	415,926.67	525,727.34	1,517,193.56	695,944.34	760,581.25		1,456,525.59									<b>2,973,719.15</b>

I certify that to the best of my knowledge the above is true and correct.



Angela Dees, CIO  
Brazoria County Treasurer

Quarterly Interest Rates Comparison by Quarter FY26

	Oct	Nov	Dec	1st Qtr	Jan	Feb	Mar	2nd Qtr	April	May	June	3rd Qtr	July	August	Sept	4th Qtr	Ann Avg
BANK	2.79%	2.65%	2.67%	<b>2.70%</b>	2.70%	3.23%											2.70%
TEXPOOL	4.14%	3.99%	3.83%	<b>3.99%</b>	3.71%	3.68%											3.99%
TEXAS CLASS	4.28%	4.11%	3.97%	<b>4.12%</b>	3.85%	3.80%											4.12%

**BRAZORIA COUNTY**  
**Unlimited Tax Road Refunding Bonds**  
**Series 2020**  
**Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	<u>588,125.00</u>	<u>6,460,000.00</u>	<u>426,625.00</u>	<u>7,474,750.00</u>

**Debt History:**

Date of Receipt     January 23, 2020  
Amount of Issue     \$9,840,000.00  
Last Maturity        March 01, 2030  
True Interest Cost   1.720776%

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

Refunded: 2010B Unlimited Tax Rd Bonds, (Build America Bonds)

**BRAZORIA COUNTY**  
**Certificates of Obligation**  
**Series 2021**  
**Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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	0.00	5,885,400.00
	21,486,425.00	85,895,000.00	19,806,600.00	127,188,025.00

**Debt History:**

Date of Receipt November 03, 2021  
Par Amount \$86,895,000.00  
Premium on Bonds \$12,605,000.00  
Total Proceeds \$99,500,000.00  
Last Maturity March 01, 2046  
True Interest Cost 2.576943%

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

**BRAZORIA COUNTY**  
**Limited Tax Refunding Bonds**  
**Series 2021**  
**Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	<b>1,498,800.00</b>	<b>13,250,000.00</b>	<b>1,177,325.00</b>	<b>15,926,125.00</b>

**Debt History:**

Date of Receipt    December 16, 2021  
Par Amount        \$15,815,000.00  
Last Maturity     March 01, 2032  
True Interest Cost 1.360143%

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

Refunded Series 2012 Certificates of Obligation

P:\Treas\Debt Service Bonds\ Debt Series 2021 Limited Tax Refunding Debt Service Payment Schedule.xls

**BRAZORIA COUNTY**  
**Unlimited Tax Refunding Bonds**  
**Series 2021**  
**Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	356,400.00	3,785,000.00	280,700.00	4,422,100.00

**Debt History:**

Date of Receipt      December 16, 2021  
Par Amount            \$4,555,000.00  
Last Maturity        March 01, 2032  
True Interest Cost    1.339921%

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

Refunded Series 2012 Unlimited Tax Road Bonds

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**BRAZORIA COUNTY**  
**Unlimited Tax Refunding Bonds**  
**Series 2018**  
**Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
	<b>130,625.00</b>	<b>2,040,000.00</b>	<b>79,625.00</b>	<b>2,250,250.00</b>

Refunded Series 2008 Unlimited Tax Road Bonds

**Debt History:**

Date of Receipt August 23, 2018  
Amount of Issue \$4,415,000.00  
Last Maturity March 01, 2028  
True Interest Cost 2.647974%

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

P:\Treas\Debt Service Bonds\Unlimited Tax Refunding Bonds, Series 2018 Debt Service Payment Schedule.xls  
Prepared by Cathy Campbell, CCT, CIO Brazoria County Treasurer

**BRAZORIA COUNTY**  
**Certificates of Obligation**  
**Series 2018**  
**Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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	0.00	652,800.00
	1,212,350.00	6,870,000.00	1,058,025.00	9,140,375.00

**Debt History:**

Date of Receipt August 23, 2018  
Amount of Issue \$8,120,000.00  
Last Maturity March 01, 2038  
True Interest Cost 3.496221%

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

**BRAZORIA COUNTY, TEXAS**  
**Series 2016 - Unlimited Tax Refunding Bonds**  
**Remaining Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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	0.00	1,096,750.00
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	150,500.00	3,060,000.00	78,875.00	3,289,375.00
<hr/> <hr/>				

**Debt History:**

Date of Receipt 28-Jan-16  
Amount of Issue \$8,425,000.00  
True Int cost 2.376%

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

Refunding Series 2006 Unlimited Tax Road Bonds

**BRAZORIA COUNTY, TEXAS**  
**Series 2016 - Limited Tax Refunding Bonds**  
**Remaining Payment Schedule**

FISCAL YEAR	INTEREST 1-Mar	PRINCIPAL 1-Mar	INTEREST 1-Sep	TOTAL PAYMENT
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
<hr/>				
	74,000.00	2,095,000.00	26,750.00	2,195,750.00
<hr/> <hr/>				

**Debt History:**

Date of Receipt 28-Jan-16  
Amount of Issue \$8,125,000.00  
True Int cost 2.207%

**Paying Agent:**

U.S. Bank  
ABA routing # 091000022  
St. Paul, MN 55486-2639

Refunding Series 2006 Certificate of Obligation



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.3.**

**4/28/2026**

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New Position Constable Deputy - Precinct 2

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Upon request by Constable Precinct 2 Willie Howell, approve a new full-time deputy constable position, at a grade 38, step 7, to be effective April 28, 2026. This request is for the general fund and will require additional funding of approximately \$45,810 for salary and benefits throughout the remainder of the FY26 budget.



**BRAZORIA COUNTY CONSTABLE PCT. 2**  
**CONSTABLE WILLIE HOWELL**  
7313 CORPORATE DRIVE, SUITE 117  
MANVEL, TEXAS 77578  
(979) 864-2491 / (281) 756-2491



To: Brazoria County Commissioners Court  
County Judge Matt Sebesta

Re: Personal Request

Constable Office Pct. 2 respectfully requesting a full time Deputy Constable at a grade 38 step 7 (\$77,415.00) midyear to start April 1, 2026.

Due to the increase in paper service, mostly evictions and writs of possessions which are very time consuming, it is putting strain on the 3 full-time deputy's working. With new time restraints which took effect September 1, 2025, limiting the time to have their papers served.

In the 2025 – 2026 budget my department lost 2 paid reserve positions #00001887 and #00001941. These were 2 unfilled reserve positions. I also have 2 spots filled #00001942 and #00001848 which are filled at this time and can be used to help with the cost by moving this to non-paid reserves.

Thank you Sirs!!

*William Howell III*

*Constable, Pct. 2*

7313 Corporate Drive, Suite 117  
Manvel, Texas 77578  
Office 281-756-2491  
Cell 979-313-8002 / 979-236-1296  
willieh@brazoriacountytx.gov



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.4.**

**4/28/2026**

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Consider Combining and/or Creating New Positions

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For consideration of combining and/or creating new positions for the Brazoria County Parks Department.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

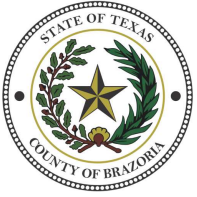
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**ORDER NO. J.1.**

**4/28/2026**

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Discuss Potential Litigation



# COMMISSIONERS COURT OF BRAZORIA COUNTY

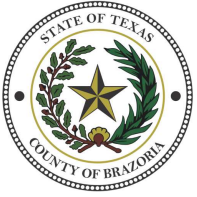
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**ORDER NO. J.2.**

**4/28/2026**

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Contemplated Litigation - County Road 400 Parcels 22, 23, and 26



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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**ORDER NO. J.3.**

**4/28/2026**

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Discuss Lease of Property