



## **MEETING NOTICE COMMISSIONERS COURT BRAZORIA COUNTY**

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**Tuesday, May 27, 2025**

**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 BURRIDGE**
- D. APPROVAL OF MINUTES**

**D.1.** Commissioners Court Regular Session May 13, 2025 9:00 AM

- E. PUBLIC APPEARANCES**

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

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

- G.1.** Brazoria County Petrochemical Council - Economic Impact Study - Brad Morrison

## **H. CONSENT**

### **County Clerk**

- H.1.** Deputation in the County Clerk's Office

### **Tax Assessor - Collector**

- H.2.** Deputations of the Tax Assessor-Collector

- H.3.** Monthly Collections Report for April 2025

### **Auditor**

- H.4.** Payment of Bills

- H.5.** FY 2025: Line Item Transfer

- H.6.** Extension of Deadline for Filing the Annual Audit Report for Brazoria County Emergency Services District No. 3

- H.7.** FY 2025: Line Item Transfers

- H.8.** FY 2025: Record Budgets for Other Funds

- H.9.** Auditor's Monthly Report

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

- H.10.** Monthly Welfare Reports

- H.11.** Monthly Section 8 Reports

- H.12.** Public Facility Agreement Amendment with City of Oyster

### **Emergency Management**

- H.13.** Second and Third Amendments of Medical Reserve Grant Agreement

### **Engineer**

- H.14.** Exception to Subdivision Platting for Christian Vasquez and Misael Duenez - Precinct 4

- H.15.** Amend Annual Road Plan for Fiscal Year 2025

- H.16.** Projects Under Blanket Interlocal Agreements for Direct Assistance to Cities and Towns



## **Environmental Health**

- H.17.** Applicant for Supplemental Environmental Program (SEP) Funding Of On-Site Sewage Facility (OSSF)

## **Health**

- H.18.** Interlocal Agreement between Brazoria County Health Department and City of Angleton

## **Library**

- H.19.** Agreement between the Brazoria County Library System and the Brazosport Independent School District

## **Parks**

- H.20.** 2026 Beach Cleaning and Maintenance Assistance Program Resolution

## **Purchasing Department**

- H.21.** Advertise Bids for Equipment Rental
- H.22.** Cancel Award for "ITB #25-38 High Density Polyethylene Pipe and High-Performance Polypropylene Pipe and Fittings
- H.23.** Amend Court Order I.9 Dated May 13, 2025 - Award ITB 25-40 Treated Bridge Timbers
- H.24.** Federal Surplus Property Program
- H.25.** Sell Surplus Gaming Machines
- H.26.** Add Vendor to Indigent Burial Policy
- H.27.** Purchase of Non-Standardized Chairs
- H.28.** Contract for Stop Loss Insurance Consultant
- H.29.** Changer Order No. 1 Computer Aided Dispatch and Record Management System

## **Texas AgriLife Extension Services**

- H.30.** Out of State Travel

## **Toll Road Authority**

- H.31.** Project Development Agreement with TxDOT for BC Expressway Extension

## **I. DISCUSSION**

### **Sheriff's Office**

- I.1.** Summer Season Beach Overtime

### **Auditor**

- I.2.** Issuance of a Purchase Order After the Fact - Agriculture Extension
- I.3.** Issuance of a Purchase Order After the Fact - Law Library

### **Engineer**

- I.4.** Purchase of Paver Machine for Engineering Road and Bridge North Service Center

### **Purchasing Department**

- I.5.** Advertise Request for Proposals for Stop Loss Insurance
- I.6.** Advertise RFSQ for Contractor Qualifications for Residential Reconstruction for Flood Mitigation
- I.7.** Advertise RFSQ for Structural Engineering and Inspection Services
- I.8.** Award RFP #25-42 Integrated Library Software
- I.9.** Award ITB #25-51 Wild Peach Drainage Improvements - GLO Contract No. 20-065-118-C388

### **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

## **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.**

**5/27/2025**

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Commissioners Court Regular Session May 13, 2025 9:00 AM



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. G.1.**

**5/27/2025**

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Brazoria County Petrochemical Council - Economic Impact Study - Brad Morrison



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.1.**

**5/27/2025**

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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. S. Hampson
2. K. Wootton



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.2.**

**5/27/2025**

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### Deputations of the Tax Assessor-Collector

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Approve deputations of the following employees of Brazoria County Tax Assessor-Collector Kristin R. Bulanek, as Deputy Tax Assessor-Collector. Said appointment date is from hire date, and to continue in effect through December 31, 2028 or until such time said appointment is revoked by said Tax Assessor-Collector or be otherwise terminated.

Further, that the individual deputations be filed in the official Public Records of Brazoria County, Texas.

1. B. Ruiz
2. G. Villarreal



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.3.**

**5/27/2025**

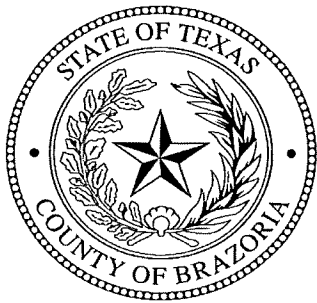
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Monthly Collections Report for April 2025

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Approve Tax Office Monthly Collections Report for April 2025





## 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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May 27, 2025

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

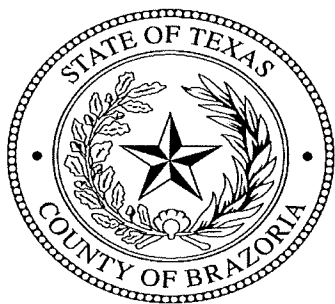
Members of Court:

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

Sincerely,

A handwritten signature in cursive script that reads "Kristin R. Bulanek".

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



# Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

## Tax Office Collections Fiscal Year 2025 Monthly Report

Tax Collections for the period 04/01/2025 - 04/30/2025

|             | 2024 Tax Roll | Prior Tax Yrs | Total        |
|-------------|---------------|---------------|--------------|
| County      | \$620,256.00  | (\$9,662.07)  | \$610,593.93 |
| Special R&B | 98,552.45     | (2,103.70)    | \$96,448.75  |
|             | \$718,808.45  | (\$11,765.77) | \$707,042.68 |

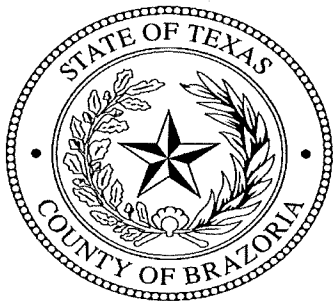
| Current<br>Collection<br>Percentage |
|-------------------------------------|
| 90.12%                              |
| 89.97%                              |

## Tax Receivables as of 04/30/2025

|             | 2024 Tax Roll   | Prior Tax Yrs  | Total           |
|-------------|-----------------|----------------|-----------------|
| County      | \$14,042,780.63 | \$2,240,980.44 | \$16,283,761.07 |
| Special R&B | 2,284,487.16    | 349,239.81     | 2,633,726.97    |
|             | \$16,327,267.79 | \$2,590,220.25 | \$18,917,488.04 |

## Special Assessments Receivables as of 04/30/2025

| Special Assessment    | Balance               | Current Collection<br>Percentage |
|-----------------------|-----------------------|----------------------------------|
| Bonnie Lane           | 8,398.02              | 86.10%                           |
| Laura Lane            | 11,199.35             | 35.26%                           |
| Norris Road           | 3,973.48              | 94.08%                           |
| Rose Mary St.         | 20,805.36             | 64.87%                           |
| Pecan Estates         | 39,545.80             | 67.21%                           |
| Hampton Road          | 45,397.88             | 48.94%                           |
| Westwood              | 41,801.22             | 62.01%                           |
| Sally Lake            | 46,613.17             | 76.23%                           |
| Benefield             | 6,378.37              | 85.38%                           |
| Brazos Bend II        | 54,299.57             | 76.69%                           |
| Bailey Oakwood Creek  | 320,934.79            | 73.11%                           |
| Mustang               | 56,031.07             | 23.33%                           |
| CR 64 Ext             | 46,717.92             | 69.13%                           |
| Wink Wynn             | 19,494.68             | 61.75%                           |
| Vivian St.            | 24,001.45             | 59.64%                           |
| Lindell Estates       | 305,568.28            | 8.90%                            |
| Lindel Estates DFH    | 385,657.83            | 20.43%                           |
| Riverside             | 355,228.49            | 28.50%                           |
| Briar Meadow          | 161,277.35            | 48.63%                           |
| Twin Lakes            | 487,922.00            | 19.93%                           |
| Old Coffee Plantation | 285,067.50            | 30.49%                           |
| Brazos Bend           | 4,638.09              | 92.64%                           |
| Brazos Oaks 1         | 21,532.58             | 76.51%                           |
| River Road            | 185,544.52            | 1.07%                            |
| Forrest Loop          | 256,204.08            | 25.00%                           |
| Brazos Oaks 2         | 13,760.25             | 81.79%                           |
| Sherwood Land         | 18,058.63             | 70.96%                           |
| Manvel                | 41,094.53             | 93.11%                           |
| Oakwood Creek         | 11,535.27             | 89.92%                           |
|                       | <u>\$3,278,681.53</u> |                                  |



# Brazoria County Tax Office

KRISTIN R. BULANEK

TAX ASSESSOR-COLLECTOR

111 E. Locust  
Angleton, Texas 77515

979.864.1838  
FAX 979.864.1346

## Summary of County Revenues Fiscal Year 2025 April-2025

| Revenue Source                           | Revenue               |
|--|-----------------------|
| Beer & Liquor License                    | 7,730.00              |
| Auto Registration-Split Level Commission | 0.00                  |
| Certificate of Title                     | 32,795.00             |
| Auto Registration-County Fees            | 287,520.00            |
| Specialty Plates                         | 156.00                |
| Postage & Handling Compensation          | 51,217.45             |
| Auto Registration-Car License Fee        | 22,623.00             |
| Vehicle Sales Tax                        | 3,414,443.26          |
| Current Tax Commissions                  | 0.00                  |
| Tax Certificates                         | 1,690.00              |
| Hot Check Fees                           | 510.00                |
| Reimburse Postage/Telex                  | 251.00                |
| Boat Title/Registration Commissions      | 1,379.80              |
| Boat Sales Tax Commissions               | 2,499.24              |
| Scofflaw                                 | 0.00                  |
| Special Assessments:                     |                       |
| <i>Bonnie Lane</i>                       | 0.00                  |
| <i>Laura Lane</i>                        | 0.00                  |
| <i>Norris Road</i>                       | 0.00                  |
| <i>Rose Mary St.</i>                     | 0.00                  |
| <i>Pecan Estates</i>                     | 0.00                  |
| <i>Hampton Road</i>                      | 0.00                  |
| <i>Westwood Road</i>                     | 0.00                  |
| <i>Sally Lake</i>                        | 0.00                  |
| <i>Benefield</i>                         | 0.00                  |
| <i>Brazos Bend II</i>                    | 0.00                  |
| <i>Bailey Oakwood Creek</i>              | 0.00                  |
| <i>Mustang</i>                           | 0.00                  |
| <i>CR 64 Ext</i>                         | 0.00                  |
| <i>Wink Wynn</i>                         | 0.00                  |
| <i>Vivian St</i>                         | 0.00                  |
| <i>Lindell Estates</i>                   | 0.00                  |
| <i>Lindel Estates-DFH</i>                | 0.00                  |
| <i>Riverside</i>                         | 268.42                |
| <i>Briar Meadow</i>                      | 300.00                |
| <i>Twin Lakes</i>                        | 223.20                |
| <i>Old Coffee Plantation</i>             | 50.00                 |
| <i>Brazos Bend</i>                       | 0.00                  |
| <i>Brazos Oaks</i>                       | 0.00                  |
| <i>Forest Loop</i>                       | 0.00                  |
| <i>Sherwood Land</i>                     | 0.00                  |
| <i>Manvel</i>                            | 0.00                  |
| <i>Oakwood Creek</i>                     | 0.00                  |
| <i>River Road</i>                        | 0.00                  |
|  | <u>\$3,823,656.37</u> |

Summary of County Figures not audited

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

Tax Year = 2024 and Year End Date = 4/30/2025 and Month Range from 4/1/2025 to 4/30/2025 and Tax Units = {multiple} and Date Type = 1

**1 - BRAZORIA COUNTY****CURRENT YEAR INFORMATION** Start Financial Year 10/01/2024 12

|                 |                    |                             |          |                 |                          |                   |                       |
|-----------------|--------------------|-----------------------------|----------|-----------------|--------------------------|-------------------|-----------------------|
| Start Value     | Start Exemption    | Start Taxable               | Rate     | Calc Start Levy | Actual Start Levy        | Start Frozen Loss | Start + Frozen        |
| 86,197,464,304  | 34,268,908,928     | 51,928,555,376              | 0.261625 | 135,858,083.00  | 135,911,455.25           | 0.00              | 135,911,455.25        |
| Adjusted Value  | Adjusted Exemption | Adj Taxable                 | Rate     | Calc Adj Levy   | Actual Current Levy      | Adj Frozen Loss   | Act Levy + Act Frozen |
| 89,596,503,487  | 35,246,042,992     | 54,350,460,495              | 0.261625 | 142,194,392.27  | 142,236,341.05           | 0.00              | 142,236,341.05        |
| Start Value     | Net Value Adj      | Start Value + Net Value Adj |          |                 | Actual Current Value     | Other Loss        |                       |
| 86,197,464,304  | 3,399,039,183      | 89,596,503,487              |          |                 | 89,596,503,487           | 185.03            |                       |
| Start Exemption | Net Exmp Adj       | Start Exemp + Net Exmp Adj  |          |                 | Actual Current Exemption |                   |                       |
| 34,268,908,928  | 977,134,064        | 35,246,042,992              |          |                 | 35,246,042,992           |                   |                       |

| YEAR             | NET START BALANCE     | NET MTD ADJ         | NET YTD ADJ         | NET MTD PAID      | NET YTD PAID          | CALC BALANCE         | REFUNDS DUE         | COL % |
|------------------|-----------------------|---------------------|---------------------|-------------------|-----------------------|----------------------|---------------------|-------|
| AS OF 04/30/2025 |                       |                     |                     |                   |                       |                      |                     |       |
| 2024             | 135,911,455.25        | (110,780.27)        | 6,324,885.80        | 620,256.00        | 128,193,560.42        | 14,042,780.63        | (107,996.35)        | 90.12 |
| 2023             | 1,625,171.14          | (79,428.64)         | (1,293,268.30)      | (11,105.87)       | (512,091.78)          | 843,994.62           | (77,687.74)         | 0.00  |
| 2022             | 464,182.34            | (11,562.15)         | (251,788.76)        | (7,559.74)        | (116,670.35)          | 329,063.93           | (12,563.91)         | 0.00  |
| 2021             | 284,968.66            | (826.39)            | (42,138.92)         | 4,105.92          | 43,728.68             | 199,101.06           | (584.63)            | 18.00 |
| 2020             | 172,949.91            | (547.49)            | (4,975.44)          | 525.04            | 23,039.17             | 144,935.30           | (538.94)            | 13.71 |
| 2019             | 143,134.56            | (9.13)              | 426.49              | 968.07            | 15,116.72             | 128,444.33           | 0.00                | 10.52 |
| 2018             | 105,607.57            | (9.20)              | (20.28)             | 470.36            | 6,296.27              | 99,291.02            | 0.00                | 5.96  |
| 2017             | 98,310.76             | (9.51)              | (16.11)             | 1,117.83          | 5,161.33              | 93,133.32            | 0.00                | 5.25  |
| 2016             | 88,038.32             | (9.94)              | (16.10)             | 757.00            | 3,930.35              | 84,091.87            | 0.00                | 4.46  |
| 2015             | 80,518.20             | (10.65)             | (16.95)             | 262.78            | 2,102.45              | 78,398.80            | 0.00                | 2.61  |
| 2014             | 69,089.74             | (10.14)             | (24,291.62)         | 232.33            | 1,389.36              | 43,408.76            | 0.00                | 3.10  |
| 2013             | 38,544.50             | 0.00                | (7,538.27)          | 165.31            | 887.17                | 30,119.06            | 0.00                | 2.86  |
| 2012             | 44,775.23             | 0.00                | (4,479.40)          | 95.79             | 963.03                | 39,332.80            | 0.00                | 2.38  |
| 2011             | 30,563.76             | 0.00                | (3,396.59)          | 64.12             | 635.11                | 26,532.06            | 0.00                | 2.33  |
| 2010             | 18,958.03             | 0.00                | (978.48)            | 37.81             | 432.52                | 17,547.03            | 0.00                | 2.40  |
| 2009             | 16,998.01             | 0.00                | (889.72)            | 54.89             | 333.66                | 15,774.63            | 0.00                | 2.07  |
| 2008             | 17,462.36             | 0.00                | (899.92)            | 42.48             | 491.68                | 16,070.76            | 0.00                | 2.96  |
| 2007             | 15,193.28             | 0.00                | (1,049.15)          | 6.72              | 349.75                | 13,794.38            | 0.00                | 2.47  |
| 2006             | 13,632.08             | 0.00                | (1,225.46)          | 8.55              | 359.39                | 12,047.23            | 0.00                | 2.89  |
| 2005             | 12,180.86             | 0.00                | (1,432.86)          | 87.80             | 392.23                | 10,355.77            | 0.00                | 3.64  |
| 2004             | 13,360.58             | 0.00                | (6,714.75)          | 0.00              | 205.72                | 6,440.11             | 0.00                | 3.09  |
| 2003 *           | 11,365.41             | 0.00                | (1,885.65)          | 0.74              | 376.16                | 9,103.60             | 0.00                | 3.96  |
| <b>TOTAL</b>     | <b>139,276,460.55</b> | <b>(203,203.51)</b> | <b>4,678,289.56</b> | <b>610,593.93</b> | <b>127,670,989.04</b> | <b>16,283,761.07</b> | <b>(199,371.57)</b> |       |

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

Tax Year = 2024 and Year End Date = 4/30/2025 and Month Range from 4/1/2025 to 4/30/2025 and Tax Units = {multiple} and Date Type = 1

**9 - SPECIAL ROAD & BRIDGE****CURRENT YEAR INFORMATION**

Start Financial Year 10/01/2024 12

|                                   |                                      |   |                  |                                  |  |                           |  |
|-----------------------------------|--------------------------------------|---|------------------|----------------------------------|--|---------------------------|--|
| Start Value<br>86,197,659,347     | Start Exemption<br>34,249,852,562    | Start Taxable<br>51,947,806,785               | Rate<br>0.041921 | Calc Start Levy<br>21,777,040.08 | Actual Start Levy<br>21,785,588.92         | Start Frozen Loss<br>0.00 | Start + Frozen<br>21,785,588.92        |
| Adjusted Value<br>89,596,698,530  | Adjusted Exemption<br>35,243,059,035 | Adj Taxable<br>54,353,639,495                 | Rate<br>0.041921 | Calc Adj Levy<br>22,785,589.21   | Actual Current Levy<br>22,792,306.11       | Adj Frozen Loss<br>0.00   | Act Levy + Act Frozen<br>22,792,306.11 |
| Start Value<br>86,197,659,347     | Net Value Adj<br>3,399,039,183       | Start Value + Net Value Adj<br>89,596,698,530 |                  |                                  | Actual Current Value<br>89,596,698,530     | Other Loss<br>29.65       |  |
| Start Exemption<br>34,249,852,562 | Net Exmp Adj<br>993,206,473          | Start Exemp + Net Exmp Adj<br>35,243,059,035  |                  |                                  | Actual Current Exemption<br>35,243,059,035 |                           |  |

| YEAR         | NET START BALANCE    | NET MTD ADJ        | NET YTD ADJ       | NET MTD PAID     | NET YTD PAID         | CALC BALANCE<br>AS OF 04/30/2025 | REFUNDS DUE        | COL % |
|--------------|----------------------|--------------------|-------------------|------------------|----------------------|----------------------------------|--------------------|-------|
| 2024         | 21,785,588.92        | (17,902.05)        | 1,006,717.19      | 98,552.45        | 20,507,818.95        | 2,284,487.16                     | (17,488.08)        | 89.97 |
| 2023         | 258,735.75           | (12,756.29)        | (207,445.53)      | (2,004.04)       | (83,019.64)          | 134,309.86                       | (12,484.34)        | 0.00  |
| 2022         | 79,068.41            | (1,994.93)         | (43,634.15)       | (1,417.16)       | (20,736.94)          | 56,171.20                        | (2,174.49)         | 0.00  |
| 2021         | 42,111.68            | (122.76)           | (6,258.59)        | 604.84           | 6,448.66             | 29,404.43                        | (86.86)            | 17.98 |
| 2020         | 25,153.29            | (80.37)            | (726.96)          | 71.63            | 3,344.23             | 21,082.10                        | (79.12)            | 13.69 |
| 2019         | 19,480.32            | (1.25)             | 58.38             | 128.31           | 2,051.27             | 17,487.43                        | 0.00               | 10.49 |
| 2018         | 17,157.16            | (1.50)             | (3.30)            | 74.67            | 1,016.27             | 16,137.59                        | 0.00               | 5.92  |
| 2017         | 15,407.17            | (1.50)             | (2.54)            | 174.61           | 806.36               | 14,598.27                        | 0.00               | 5.23  |
| 2016         | 13,207.84            | (1.50)             | (2.43)            | 112.50           | 584.44               | 12,620.97                        | 0.00               | 4.42  |
| 2015         | 11,279.07            | (1.50)             | (2.39)            | 35.02            | 288.99               | 10,987.69                        | 0.00               | 2.56  |
| 2014         | 9,400.29             | (1.39)             | (3,324.39)        | 29.63            | 185.31               | 5,890.59                         | 0.00               | 3.04  |
| 2013         | 5,331.34             | 0.00               | (1,046.96)        | 22.97            | 122.21               | 4,162.17                         | 0.00               | 2.85  |
| 2012         | 6,292.27             | 0.00               | (631.07)          | 13.48            | 134.18               | 5,527.02                         | 0.00               | 2.37  |
| 2011         | 4,424.73             | 0.00               | (493.32)          | 9.31             | 91.98                | 3,839.43                         | 0.00               | 2.33  |
| 2010         | 2,812.60             | 0.00               | (145.68)          | 5.64             | 64.27                | 2,602.65                         | 0.00               | 2.40  |
| 2009         | 2,609.81             | 0.00               | (145.74)          | 9.00             | 54.62                | 2,409.45                         | 0.00               | 2.21  |
| 2008         | 3,024.72             | 0.00               | (163.62)          | 7.73             | 88.49                | 2,772.61                         | 0.00               | 3.09  |
| 2007         | 2,892.13             | 0.00               | (200.36)          | 1.30             | 66.09                | 2,625.68                         | 0.00               | 2.45  |
| 2006         | 2,508.79             | 0.00               | (226.67)          | 1.60             | 65.23                | 2,216.89                         | 0.00               | 2.85  |
| 2005         | 2,063.01             | 0.00               | (247.49)          | 15.14            | 66.23                | 1,749.29                         | 0.00               | 3.64  |
| 2004         | 2,183.99             | 0.00               | (1,104.29)        | 0.00             | 33.85                | 1,045.85                         | 0.00               | 3.13  |
| 2003 *       | 1,972.84             | 0.00               | (313.50)          | 0.12             | 60.70                | 1,598.64                         | 0.00               | 3.65  |
| <b>TOTAL</b> | <b>22,312,706.13</b> | <b>(32,865.04)</b> | <b>740,656.59</b> | <b>96,448.75</b> | <b>20,419,635.75</b> | <b>2,633,726.97</b>              | <b>(32,312.89)</b> |       |



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.4.**

**5/27/2025**

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Payment of Bills

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That the checks payable through Monday, May 26, 2025 be approved for payment in accordance with Local Government Code §115.021.



# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.5.**

**5/27/2025**

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FY 2025: Line Item Transfer

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|                  |                        |       |       |           |
|------------------|------------------------|-------|-------|-----------|
| Non-Departmental | 470200 (Refunds,Reimb) | 10000 | 14900 | (\$3,000) |
| Tax Office       | 590000 (Capital)       | 10000 | 21000 | \$3,000   |

Transfer is needed for cost overage on a vehicle.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.6.**

**5/27/2025**

---

Extension of Deadline for Filing the Annual Audit Report for Brazoria County Emergency Services District No. 3

---

The Court hereby approves extending the deadline 30 days for filing the annual audit report for Brazoria County Emergency Services District No. 3, as requested in the attached letter and in accordance with Chapter 775 of the Texas Health and Safety Code.



**COVELER & PEELER, P.C.**

*Attorneys At Law*

Two Memorial City Plaza  
820 Gessner, Suite 1710  
Houston, Texas 77024-4298

Phone 713.984.8222

Fax 713.984.0670

peeler@coveler.com

May 13, 2025

The Honorable Matt Sebesta  
Attn: Lacey Powell  
111 E. Locust Street  
Angleton, Texas 77515

Re: Application for Extension for filing of Audit Report for Brazoria County  
Emergency Services District No. 3

Dear Ms. Powell:

This office serves as counsel to Brazoria County Emergency Services District No. 3. We are hereby submitting a request for the District pursuant to Section 775.082 of the Texas Health and Safety Code, for an extension of thirty (30) days for the filing of the 2024 District Audit Report due by June 1, 2025.

It is requested in conformity with the procedures of the Court, that this matter be placed on the agenda for an upcoming meeting of the Court.

Very truly yours,

**COVELER & PEELER, P.C.**

By: 

John Peeler

JWP/ja

cc: Brazoria County Emergency Services District No. 3



**COMMISSIONERS COURT OF BRAZORIA  
COUNTY**

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|                       |                  |
|-----------------------|------------------|
| <b>ORDER NO. H.7.</b> | <b>5/27/2025</b> |
|-----------------------|------------------|

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FY 2025: Line Item Transfers

---

Transfer needed for hurricane preparation supplies.

|           |                    |       |       |           |
|-----------|--------------------|-------|-------|-----------|
| Health    | 520000 (Operating) | 10000 | 45000 | (\$2,575) |
| Water Lab | 520000 (Operating) | 10000 | 45300 | \$2,575   |



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.8.**

**5/27/2025**

---

FY 2025: Record Budgets for Other Funds

---

|                          |                    |       |       |          |
|--------------------------|--------------------|-------|-------|----------|
| Justice Court Technology | 520000 (Operating) | 38410 | 22000 | \$17,000 |
|--------------------------|--------------------|-------|-------|----------|

Budget amendment is needed for Justice of the Peace computer equipment. Reserves are available for the expenditures.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.9.**

**5/27/2025**

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Auditor's Monthly Report

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

# BRAZORIA COUNTY, TEXAS

## MONTHLY UNAUDITED FINANCIAL REPORT



For the Month Ended  
April 30, 2025

**BRAZORIA COUNTY, TEXAS**  
**MONTHLY UNAUDITED FINANCIAL REPORT**

Prepared by  
**BRAZORIA COUNTY AUDITOR**

Kaysie Stewart, CPA  
County Auditor

**BRAZORIA COUNTY, TEXAS**  
**Unaudited Monthly Financial Report**

As of  
April 30, 2025

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*Note: Charts and other information provided in accordance with (Local Govt Code §114.023(b)(1) and §114.025 (a)(5))*

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



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

May 27, 2025

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

Honorable Judges and Commissioners:

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

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

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

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

Respectfully submitted,

*Kaysie Stewart*

Kaysie Stewart, CPA  
Brazoria County Auditor



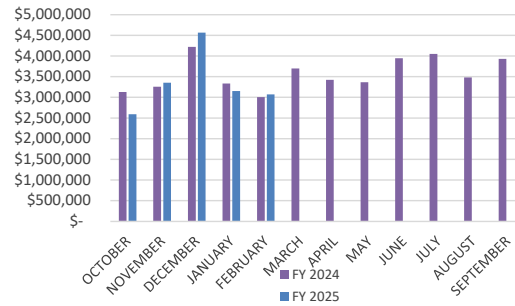
## BRAZORIA COUNTY HALF CENT SALES TAX

Fiscal Year Ended September 30, 2025

### CURRENT SALES TAX COLLECTIONS COMPARISON

|           | FY 2024       | FY 2025       | DIFF            | %        |
|-----------|---------------|---------------|-----------------|----------|
| OCTOBER   | \$ 3,129,605  | \$ 2,590,598  | \$ (539,007)    | -17.22%  |
| NOVEMBER  | \$ 3,258,002  | \$ 3,352,546  | \$ 94,544       | 2.90%    |
| DECEMBER  | \$ 4,222,460  | \$ 4,567,501  | \$ 345,041      | 8.17%    |
| JANUARY   | \$ 3,336,617  | \$ 3,154,249  | \$ (182,368)    | -5.47%   |
| FEBRUARY  | \$ 3,005,923  | \$ 3,070,480  | \$ 64,557       | 2.15%    |
| MARCH     | \$ 3,699,623  |               | \$ (3,699,623)  | -100.00% |
| APRIL     | \$ 3,422,540  |               | \$ (3,422,540)  | -100.00% |
| MAY       | \$ 3,365,688  |               | \$ (3,365,688)  | -100.00% |
| JUNE      | \$ 3,946,694  |               | \$ (3,946,694)  | -100.00% |
| JULY      | \$ 4,050,506  |               | \$ (4,050,506)  | -100.00% |
| AUGUST    | \$ 3,480,157  |               | \$ (3,480,157)  | -100.00% |
| SEPTEMBER | \$ 3,929,890  |               | \$ (3,929,890)  | -100.00% |
| TOTAL     | \$ 42,847,704 | \$ 16,735,374 | \$ (26,112,330) | -709.47% |

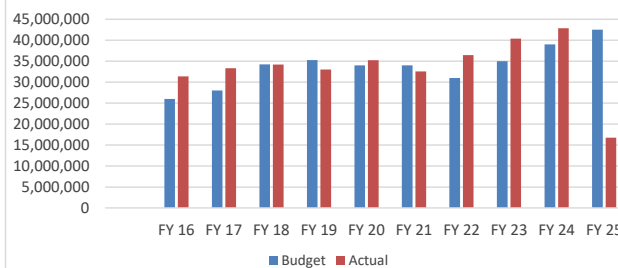
Sales Tax Collections by Month



### SALES TAX HISTORY BY MONTH REMITTED TO COUNTY

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

Annual Sales Tax Collections - Budget versus Actual



### SALES TAX BY FISCAL YEAR

|        | FY 16      | FY 17      | FY 18      | FY 19      | FY 20      | FY 21      | FY 22      | FY 23      | FY 24      | FY 25      |
|--------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Budget | 26,000,000 | 28,000,000 | 34,250,000 | 35,250,000 | 34,000,000 | 34,000,000 | 31,000,000 | 35,000,000 | 39,000,000 | 42,500,000 |
| Actual | 31,384,316 | 33,312,092 | 34,195,142 | 33,019,705 | 35,230,141 | 32,553,987 | 36,451,230 | 40,388,928 | 42,847,704 | 16,735,374 |



# Aggregate Revenue for Year 2025

10/01/2024 thru 04/30/2025

| Account Category                                  | Original Budget    | Adjustments        | Total Budget       | Actuals            | Variance            |
|---|--------------------|--------------------|--------------------|--------------------|---------------------|
| <b>Fund: 10000-General Fund</b>                   |                    |                    |                    |                    |                     |
| Tax Revenue                                       | 118,515,798        | (3,498,234)        | 115,017,564        | 101,723,902        | (13,293,662)        |
| Other Constitutional Tax                          | 42,500,000         | -                  | 42,500,000         | 16,735,373         | (25,764,627)        |
| Penalty and Interest                              | 720,000            | -                  | 720,000            | 444,023            | (275,977)           |
| Licenses and Permits                              | 2,315,500          | -                  | 2,315,500          | 1,317,919          | (997,581)           |
| Grant Revenue                                     | 488,000            | -                  | 488,000            | 76,188             | (411,812)           |
| Shared Revenue                                    | 641,001            | -                  | 641,001            | 194,379            | (446,622)           |
| Fees of Office                                    | 6,733,400          | -                  | 6,733,400          | 5,705,591          | (1,027,809)         |
| Library Revenue Fees                              | 68,075             | -                  | 68,075             | 37,998             | (30,077)            |
| Legislative Fees                                  | 967,596            | -                  | 967,596            | 577,052            | (390,544)           |
| Other Fees  | 865,000            | -                  | 865,000            | 394,053            | (470,947)           |
| Fines and Forfeitures                             | 2,244,500          | -                  | 2,244,500          | 1,605,905          | (638,595)           |
| Investment Income                                 | 3,831,786          | -                  | 3,831,786          | 3,362,960          | (468,826)           |
| Sale of Assets                                    | 21,000             | -                  | 21,000             | 4,244              | (16,756)            |
| Contributions                                     | -                  | 1,300              | 1,300              | 1,986              | 686                 |
| Miscellaneous Revenue                             | 2,416,470          | 35,000             | 2,451,470          | 2,563,933          | 112,463             |
| <b>Total Fund: 10000</b>                          | <b>182,328,126</b> | <b>(3,461,934)</b> | <b>178,866,192</b> | <b>134,745,506</b> | <b>(44,120,686)</b> |
| <b>Fund: 10200-Juv Prob Fees</b>                  |                    |                    |                    |                    |                     |
| Other Fees  | 5,500              | -                  | 5,500              | 565                | (4,935)             |
| Investment Income                                 | 1,200              | -                  | 1,200              | 314                | (886)               |
| <b>Total Fund: 10200</b>                          | <b>6,700</b>       | <b>-</b>           | <b>6,700</b>       | <b>880</b>         | <b>(5,820)</b>      |
| <b>Fund: 10340-Constable 4 Marine Team</b>        |                    |                    |                    |                    |                     |
| Investment Income                                 | -                  | -                  | -                  | 714                | 714                 |
| Contributions                                     | -                  | 45,000             | 45,000             | 44,750             | (250)               |
| <b>Total Fund: 10340</b>                          | <b>-</b>           | <b>45,000</b>      | <b>45,000</b>      | <b>45,464</b>      | <b>464</b>          |
| <b>Fund: 10350-Sheriff Special Response Team</b>  |                    |                    |                    |                    |                     |
| Investment Income                                 | 1,000              | -                  | 1,000              | 235                | (765)               |
| Transfers   | 20,000             | -                  | 20,000             | -                  | (20,000)            |
| <b>Total Fund: 10350</b>                          | <b>21,000</b>      | <b>-</b>           | <b>21,000</b>      | <b>235</b>         | <b>(20,765)</b>     |
| <b>Fund: 10351-Sheriff Drone Team</b>             |                    |                    |                    |                    |                     |
| Transfers   | 15,000             | -                  | 15,000             | -                  | (15,000)            |
| <b>Total Fund: 10351</b>                          | <b>15,000</b>      | <b>-</b>           | <b>15,000</b>      | <b>-</b>           | <b>(15,000)</b>     |
| <b>Fund: 10352-Sheriff Marine Team</b>            |                    |                    |                    |                    |                     |
| Transfers   | 10,000             | -                  | 10,000             | -                  | (10,000)            |
| <b>Total Fund: 10352</b>                          | <b>10,000</b>      | <b>-</b>           | <b>10,000</b>      | <b>-</b>           | <b>(10,000)</b>     |
| <b>Fund: 10353-Sheriff Dive Team</b>              |                    |                    |                    |                    |                     |
| Transfers   | 10,000             | -                  | 10,000             | -                  | (10,000)            |
| <b>Total Fund: 10353</b>                          | <b>10,000</b>      | <b>-</b>           | <b>10,000</b>      | <b>-</b>           | <b>(10,000)</b>     |
| <b>Fund: 10400-Env Health-Retail Food Permits</b> |                    |                    |                    |                    |                     |
| Licenses and Permits                              | 15,500             | -                  | 15,500             | 76,040             | 60,540              |
| Transfers   | 120,000            | -                  | 120,000            | -                  | (120,000)           |
| <b>Total Fund: 10400</b>                          | <b>135,500</b>     | <b>-</b>           | <b>135,500</b>     | <b>76,040</b>      | <b>(59,460)</b>     |

**Fund: 10500-District Clerk Contingency**



# Aggregate Revenue for Year 2025

10/01/2024 thru 04/30/2025

| Account Category                                 | Original Budget   | Adjustments | Total Budget      | Actuals           | Variance           |
|--|-------------------|-------------|-------------------|-------------------|--------------------|
| Other Fees                                       | -                 | -           | -                 | 144               | 144                |
| Investment Income                                | 40,000            | -           | 40,000            | 19,094            | (20,906)           |
| <b>Total Fund: 10500</b>                         | <b>40,000</b>     | <b>-</b>    | <b>40,000</b>     | <b>19,239</b>     | <b>(20,761)</b>    |
| <b>Fund: 10600-Fire Training Field</b>           |                   |             |                   |                   |                    |
| Investment Income                                | 800               | -           | 800               | 285               | (515)              |
| <b>Total Fund: 10600</b>                         | <b>800</b>        | <b>-</b>    | <b>800</b>        | <b>285</b>        | <b>(515)</b>       |
| <b>Fund: 10700-Parks Special Events</b>          |                   |             |                   |                   |                    |
| Investment Income                                | 1,500             | -           | 1,500             | 532               | (968)              |
| Contributions                                    | 2,000             | -           | 2,000             | 500               | (1,500)            |
| <b>Total Fund: 10700</b>                         | <b>3,500</b>      | <b>-</b>    | <b>3,500</b>      | <b>1,032</b>      | <b>(2,468)</b>     |
| <b>Fund: 10710-Parks SFA Special Projects</b>    |                   |             |                   |                   |                    |
| Other Fees                                       | 1,200             | -           | 1,200             | 535               | (665)              |
| Investment Income                                | -                 | -           | -                 | 209               | 209                |
| Miscellaneous Revenue                            | -                 | -           | -                 | -                 | -                  |
| <b>Total Fund: 10710</b>                         | <b>1,200</b>      | <b>-</b>    | <b>1,200</b>      | <b>745</b>        | <b>(455)</b>       |
| <b>Fund: 10850-CPS-Donations</b>                 |                   |             |                   |                   |                    |
| Investment Income                                | 1,500             | -           | 1,500             | 796               | (704)              |
| Contributions                                    | 4,000             | -           | 4,000             | 6,865             | 2,865              |
| <b>Total Fund: 10850</b>                         | <b>5,500</b>      | <b>-</b>    | <b>5,500</b>      | <b>7,661</b>      | <b>2,161</b>       |
| <b>Fund: 20000-Road and Bridge Non-Construct</b> |                   |             |                   |                   |                    |
| Tax Revenue                                      | 39,675,463        | -           | 39,675,463        | 35,029,752        | (4,645,711)        |
| Penalty and Interest                             | 264,000           | -           | 264,000           | 162,210           | (101,790)          |
| Grant Revenue                                    | 80,000            | -           | 80,000            | 83,903            | 3,903              |
| Shared Revenue                                   | 2,800,000         | -           | 2,800,000         | 1,628,280         | (1,171,720)        |
| Fees of Office                                   | 18,000            | -           | 18,000            | 50,560            | 32,560             |
| Road and Bridge Fees                             | 810,000           | -           | 810,000           | 739,568           | (70,432)           |
| Other Fees                                       | -                 | -           | -                 | 203               | 203                |
| Investment Income                                | 1,000,000         | -           | 1,000,000         | 1,060,357         | 60,357             |
| Sale of Assets                                   | -                 | -           | -                 | 2,483             | 2,483              |
| Miscellaneous Revenue                            | 500,000           | -           | 500,000           | 734,167           | 234,167            |
| <b>Total Fund: 20000</b>                         | <b>45,147,463</b> | <b>-</b>    | <b>45,147,463</b> | <b>39,491,483</b> | <b>(5,655,980)</b> |
| <b>Fund: 20500-Road and Bridge Construction</b>  |                   |             |                   |                   |                    |
| Fees of Office                                   | -                 | -           | -                 | 3                 | 3                  |
| <b>Total Fund: 20500</b>                         | <b>-</b>          | <b>-</b>    | <b>-</b>          | <b>3</b>          | <b>3</b>           |
| <b>Fund: 39800-Law Library</b>                   |                   |             |                   |                   |                    |
| Legislative Fees                                 | 190,000           | -           | 190,000           | 122,065           | (67,935)           |
| Investment Income                                | 28,000            | -           | 28,000            | 5,533             | (22,467)           |
| Miscellaneous Revenue                            | 10,500            | -           | 10,500            | 7,109             | (3,391)            |
| Transfers  | 70,000            | -           | 70,000            | -                 | (70,000)           |
| <b>Total Fund: 39800</b>                         | <b>298,500</b>    | <b>-</b>    | <b>298,500</b>    | <b>134,707</b>    | <b>(163,793)</b>   |
| <b>Fund: 39900-Mosquito Control District</b>     |                   |             |                   |                   |                    |
| Tax Revenue                                      | 2,757,990         | -           | 2,757,990         | 2,441,115         | (316,875)          |
| Penalty and Interest                             | 13,700            | -           | 13,700            | 10,006            | (3,694)            |



# Aggregate Revenue for Year 2025

10/01/2024 thru 04/30/2025

| Account Category                                  | Original Budget    | Adjustments        | Total Budget       | Actuals            | Variance            |
|---|--------------------|--------------------|--------------------|--------------------|---------------------|
| Fees of Office                                    | -                  | -                  | -                  | 3                  | 3                   |
| Investment Income                                 | 100,000            | -                  | 100,000            | 28,098             | (71,902)            |
| Sale of Assets                                    | -                  | -                  | -                  | 91                 | 91                  |
| <b>Total Fund: 39900</b>                          | <b>2,871,690</b>   | <b>-</b>           | <b>2,871,690</b>   | <b>2,479,312</b>   | <b>(392,378)</b>    |
| <b>Fund: 41000-2016 Limited Tax Rfd (2006 CO)</b> |                    |                    |                    |                    |                     |
| Tax Revenue                                       | 1,125,260          | -                  | 1,125,260          | 994,867            | (130,393)           |
| Penalty and Interest                              | 7,000              | -                  | 7,000              | 4,605              | (2,395)             |
| Investment Income                                 | 55,000             | -                  | 55,000             | 31,628             | (23,372)            |
| <b>Total Fund: 41000</b>                          | <b>1,187,260</b>   | <b>-</b>           | <b>1,187,260</b>   | <b>1,031,100</b>   | <b>(156,160)</b>    |
| <b>Fund: 42000-2021 Gen Oblig Rfd (2012 CO)</b>   |                    |                    |                    |                    |                     |
| Tax Revenue                                       | 2,035,397          | -                  | 2,035,397          | 1,799,758          | (235,639)           |
| Penalty and Interest                              | 13,000             | -                  | 13,000             | 8,517              | (4,483)             |
| Investment Income                                 | 10,000             | -                  | 10,000             | 10,012             | 12                  |
| <b>Total Fund: 42000</b>                          | <b>2,058,397</b>   | <b>-</b>           | <b>2,058,397</b>   | <b>1,818,287</b>   | <b>(240,110)</b>    |
| <b>Fund: 42100-2018 Cert of Oblig-I,S</b>         |                    |                    |                    |                    |                     |
| Tax Revenue                                       | 672,949            | -                  | 672,949            | 595,593            | (77,356)            |
| Penalty and Interest                              | 5,200              | -                  | 5,200              | 3,128              | (2,072)             |
| Investment Income                                 | 47,000             | -                  | 47,000             | 13,475             | (33,525)            |
| <b>Total Fund: 42100</b>                          | <b>725,149</b>     | <b>-</b>           | <b>725,149</b>     | <b>612,196</b>     | <b>(112,953)</b>    |
| <b>Fund: 42200-2021 CO-Courthouse Campus I,S</b>  |                    |                    |                    |                    |                     |
| Tax Revenue                                       | 3,600,667          | -                  | 3,600,667          | 3,186,984          | (413,683)           |
| Penalty and Interest                              | 16,225             | -                  | 16,225             | 12,439             | (3,786)             |
| Investment Income                                 | 260,000            | -                  | 260,000            | 63,514             | (196,486)           |
| <b>Total Fund: 42200</b>                          | <b>3,876,892</b>   | <b>-</b>           | <b>3,876,892</b>   | <b>3,262,937</b>   | <b>(613,955)</b>    |
| <b>Fund: 44000-Toll Road-SH288-I&amp;S</b>        |                    |                    |                    |                    |                     |
| Tax Revenue                                       | -                  | -                  | -                  | 455                | 455                 |
| Penalty and Interest                              | -                  | -                  | -                  | 369                | 369                 |
| <b>Total Fund: 44000</b>                          | <b>-</b>           | <b>-</b>           | <b>-</b>           | <b>824</b>         | <b>824</b>          |
| <b>Fund: 45000-Road Bonds-Mobility-I,S</b>        |                    |                    |                    |                    |                     |
| Tax Revenue                                       | 2,554,065          | -                  | 2,554,065          | 2,254,621          | (299,444)           |
| Penalty and Interest                              | 24,000             | -                  | 24,000             | 12,609             | (11,391)            |
| Investment Income                                 | 200,000            | -                  | 200,000            | 77,717             | (122,283)           |
| <b>Total Fund: 45000</b>                          | <b>2,778,065</b>   | <b>-</b>           | <b>2,778,065</b>   | <b>2,344,947</b>   | <b>(433,118)</b>    |
| <b>Fund: 60500-Airport Operating</b>              |                    |                    |                    |                    |                     |
| Fees of Office                                    | -                  | -                  | -                  | -                  | -                   |
| Miscellaneous Revenue                             | -                  | -                  | -                  | -                  | -                   |
| Enterprise Revenue                                | 3,867,411          | -                  | 3,867,411          | 1,772,977          | (2,094,434)         |
| <b>Total Fund: 60500</b>                          | <b>3,867,411</b>   | <b>-</b>           | <b>3,867,411</b>   | <b>1,772,978</b>   | <b>(2,094,433)</b>  |
| <b>Report Total</b>                               | <b>245,388,153</b> | <b>(3,416,934)</b> | <b>241,971,219</b> | <b>187,845,861</b> | <b>(54,125,358)</b> |



# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                          | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses    | Remaining | % Used |
|---|-----------------|-------------|--------------|--------------|-------------|-----------|--------|
| <b>Fund: 10000-General Fund</b>           |                 |             |              |              |             |           |        |
| <b>10000 County Judge</b>                 |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 838,242         | -           | 838,242      | (268,905)    | (456,311)   | 113,026   | 87%    |
| Operating Expenditures                    | 54,300          | 86          | 54,386       | (4,318)      | (13,302)    | 36,766    | 32%    |
|   | 892,542         | 86          | 892,628      | (273,224)    | (469,612)   | 149,792   | 83%    |
| <b>10100 Comm. South Service Center</b>   |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 462,051         | -           | 462,051      | (139,511)    | (266,582)   | 55,958    | 88%    |
| Operating Expenditures                    | 11,775          | 175         | 11,950       | (438)        | (3,948)     | 7,563     | 37%    |
|   | 473,826         | 175         | 474,001      | (139,949)    | (270,530)   | 63,521    | 87%    |
| <b>10200 Comm. Central Service Center</b> |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 487,858         | -           | 487,858      | (138,198)    | (265,581)   | 84,080    | 83%    |
| Operating Expenditures                    | 8,900           | -           | 8,900        | -            | (1,695)     | 7,205     | 19%    |
|   | 496,758         | -           | 496,758      | (138,198)    | (267,275)   | 91,285    | 82%    |
| <b>10300 Comm. North Service Center</b>   |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 521,321         | -           | 521,321      | (149,065)    | (270,265)   | 101,991   | 80%    |
| Operating Expenditures                    | 12,471          | 197         | 12,668       | (1,210)      | (6,812)     | 4,646     | 63%    |
|   | 533,792         | 197         | 533,989      | (150,276)    | (277,077)   | 106,637   | 80%    |
| <b>10400 Comm. West Service Center</b>    |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 513,794         | -           | 513,794      | (150,533)    | (292,841)   | 70,419    | 86%    |
| Operating Expenditures                    | 26,400          | -           | 26,400       | (348)        | (5,204)     | 20,848    | 21%    |
|   | 540,194         | -           | 540,194      | (150,882)    | (298,045)   | 91,267    | 83%    |
| <b>12000 County Clerk</b>                 |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 3,180,005       | -           | 3,180,005    | (891,501)    | (1,774,957) | 513,547   | 84%    |
| Operating Expenditures                    | 51,800          | 282         | 52,082       | (19,320)     | (20,336)    | 12,426    | 76%    |
|   | 3,231,805       | 282         | 3,232,087    | (910,820)    | (1,795,294) | 525,973   | 84%    |
| <b>13000 Veteran's Service</b>            |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 255,625         | -           | 255,625      | (83,305)     | (144,100)   | 28,220    | 89%    |
| Operating Expenditures                    | 8,550           | 43          | 8,593        | (643)        | (1,899)     | 6,052     | 30%    |
|   | 264,175         | 43          | 264,218      | (83,948)     | (145,999)   | 34,271    | 87%    |
| <b>14000 Emergency Management</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 480,256         | -           | 480,256      | (151,735)    | (278,988)   | 49,532    | 90%    |
| Operating Expenditures                    | 55,600          | 74          | 55,674       | (11,005)     | (24,000)    | 20,669    | 63%    |
|   | 535,856         | 74          | 535,930      | (162,741)    | (302,988)   | 70,202    | 87%    |
| <b>14900 Non-Departmental</b>             |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | -               | -           | -            | -            | -           | -         | 0%     |
| Operating Expenditures                    | 9,624,597       | (189,980)   | 9,434,617    | (179,103)    | (3,438,245) | 5,817,268 | 38%    |
| Capital                                   | 5,000           | -           | 5,000        | 7,213        | (7,213)     | 5,000     | 0%     |
| Transfers                                 | 1,600,000       | -           | 1,600,000    | -            | -           | 1,600,000 | 0%     |
|   | 11,229,597      | (189,980)   | 11,039,617   | (171,890)    | (3,445,459) | 7,422,268 | 33%    |
| <b>15001 County Court at Law 1</b>        |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 485,447         | -           | 485,447      | (159,402)    | (285,009)   | 41,036    | 92%    |
| Operating Expenditures                    | 287,275         | -           | 287,275      | (3,161)      | (178,505)   | 105,609   | 63%    |
|   | 772,722         | -           | 772,722      | (162,563)    | (463,514)   | 146,645   | 81%    |
| <b>15002 County Court at Law 2</b>        |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 490,187         | -           | 490,187      | (153,535)    | (269,840)   | 66,812    | 86%    |
| Operating Expenditures                    | 349,530         | -           | 349,530      | (650)        | (230,970)   | 117,910   | 66%    |
|   | 839,717         | -           | 839,717      | (154,185)    | (500,809)   | 184,723   | 78%    |
| <b>15003 County Court at Law 3</b>        |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 501,707         | -           | 501,707      | (168,790)    | (292,195)   | 40,722    | 92%    |
| Operating Expenditures                    | 308,059         | -           | 308,059      | (505)        | (185,618)   | 121,936   | 60%    |
|   | 809,766         | -           | 809,766      | (169,295)    | (477,813)   | 162,658   | 80%    |



# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                          | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses    | Remaining | % Used |
|---|-----------------|-------------|--------------|--------------|-------------|-----------|--------|
| <b>15004 County Court at Law 4</b>        |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 536,677         | -           | 536,677      | (168,790)    | (305,604)   | 62,283    | 88%    |
| Operating Expenditures                    | 365,200         | -           | 365,200      | (659)        | (194,479)   | 170,062   | 53%    |
|   | 901,877         | -           | 901,877      | (169,449)    | (500,082)   | 232,346   | 74%    |
| <b>15900 Probate Court Investigations</b> |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 201,090         | -           | 201,090      | (59,173)     | (114,862)   | 27,055    | 87%    |
| Operating Expenditures                    | 5,044           | -           | 5,044        | (562)        | (1,272)     | 3,211     | 36%    |
|   | 206,134         | -           | 206,134      | (59,735)     | (116,133)   | 30,266    | 85%    |
| <b>16000 District Courts</b>              |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 909,193         | -           | 909,193      | (301,543)    | (556,967)   | 50,683    | 94%    |
| Operating Expenditures                    | 223,100         | 20          | 223,120      | (8,494)      | (46,775)    | 167,851   | 25%    |
|   | 1,132,293       | 20          | 1,132,313    | (310,036)    | (603,742)   | 218,534   | 81%    |
| <b>16023 District Court-23rd</b>          |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 24,805          | -           | 24,805       | -            | -           | 24,805    | 0%     |
|   | 24,805          | -           | 24,805       | -            | -           | 24,805    | 0%     |
| <b>16149 District Court-149th</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 306,577         | -           | 306,577      | (95,282)     | (175,020)   | 36,275    | 88%    |
| Operating Expenditures                    | 636,500         | -           | 636,500      | -            | (505,135)   | 131,365   | 79%    |
|   | 943,077         | -           | 943,077      | (95,282)     | (680,155)   | 167,640   | 82%    |
| <b>16239 District Court-239th</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 310,025         | -           | 310,025      | (95,282)     | (175,990)   | 38,754    | 87%    |
| Operating Expenditures                    | 755,000         | -           | 755,000      | -            | (387,144)   | 367,856   | 51%    |
|   | 1,065,025       | -           | 1,065,025    | (95,282)     | (563,134)   | 406,609   | 62%    |
| <b>16300 District Court-300th</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 322,404         | -           | 322,404      | (95,282)     | (184,057)   | 43,066    | 87%    |
| Operating Expenditures                    | 610,000         | -           | 610,000      | -            | (290,053)   | 319,947   | 48%    |
| Transfers                                 | 450,000         | -           | 450,000      | -            | (89,057)    | 360,943   | 20%    |
|   | 1,382,404       | -           | 1,382,404    | (95,282)     | (563,167)   | 723,955   | 48%    |
| <b>16412 District Court-412th</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 320,350         | -           | 320,350      | (95,282)     | (182,961)   | 42,108    | 87%    |
| Operating Expenditures                    | 1,030,000       | -           | 1,030,000    | -            | (538,661)   | 491,339   | 52%    |
|   | 1,350,350       | -           | 1,350,350    | (95,282)     | (721,622)   | 533,447   | 60%    |
| <b>16461 District Court-461st</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 305,330         | -           | 305,330      | (95,282)     | (174,368)   | 35,680    | 88%    |
| Operating Expenditures                    | 365,000         | -           | 365,000      | -            | (278,382)   | 86,618    | 76%    |
|   | 670,330         | -           | 670,330      | (95,282)     | (452,750)   | 122,298   | 82%    |
| <b>17000 District Clerk</b>               |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 3,311,231       | -           | 3,311,231    | (946,156)    | (1,824,585) | 540,490   | 84%    |
| Operating Expenditures                    | 82,200          | 1,907       | 84,107       | (31,783)     | (21,840)    | 30,483    | 64%    |
|   | 3,393,431       | 1,907       | 3,395,338    | (977,939)    | (1,846,425) | 570,974   | 83%    |
| <b>18110 Justice of the Peace 1,1</b>     |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 614,670         | -           | 614,670      | (170,761)    | (330,729)   | 113,180   | 82%    |
| Operating Expenditures                    | 23,183          | -           | 23,183       | (5,211)      | (5,436)     | 12,536    | 46%    |
|   | 637,853         | -           | 637,853      | (175,972)    | (336,165)   | 125,716   | 80%    |
| <b>18120 Justice of the Peace 1,2</b>     |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 637,663         | -           | 637,663      | (174,967)    | (362,027)   | 100,669   | 84%    |
| Operating Expenditures                    | 93,500          | -           | 93,500       | (30,646)     | (51,799)    | 11,055    | 88%    |
|   | 731,163         | -           | 731,163      | (205,612)    | (413,826)   | 111,725   | 85%    |
| <b>18210 Justice of the Peace 2,1</b>     |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 606,905         | -           | 606,905      | (168,141)    | (330,316)   | 108,448   | 82%    |



# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                      | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses    | Remaining | % Used |
|---------------------------------------|-----------------|-------------|--------------|--------------|-------------|-----------|--------|
| Operating Expenditures                | 15,440          | -           | 15,440       | (1,339)      | (5,495)     | 8,606     | 44%    |
|                                       | 622,345         | -           | 622,345      | (169,480)    | (335,811)   | 117,054   | 81%    |
| <b>18220 Justice of the Peace 2,2</b> |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 614,145         | -           | 614,145      | (154,846)    | (343,215)   | 116,084   | 81%    |
| Operating Expenditures                | 22,700          | -           | 22,700       | (4,428)      | (6,762)     | 11,510    | 49%    |
|                                       | 636,845         | -           | 636,845      | (159,274)    | (349,978)   | 127,594   | 80%    |
| <b>18310 Justice of the Peace 3,1</b> |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 547,118         | -           | 547,118      | (153,083)    | (278,582)   | 115,453   | 79%    |
| Operating Expenditures                | 17,900          | -           | 17,900       | (2,347)      | (5,168)     | 10,385    | 42%    |
|                                       | 565,018         | -           | 565,018      | (155,431)    | (283,750)   | 125,837   | 78%    |
| <b>18320 Justice of the Peace 3,2</b> |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 526,866         | -           | 526,866      | (148,937)    | (279,061)   | 98,868    | 81%    |
| Operating Expenditures                | 17,900          | 182         | 18,082       | (3,760)      | (4,396)     | 9,926     | 45%    |
|                                       | 544,766         | 182         | 544,948      | (152,697)    | (283,457)   | 108,794   | 80%    |
| <b>18410 Justice of the Peace 4,1</b> |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 612,643         | -           | 612,643      | (170,367)    | (350,088)   | 92,188    | 85%    |
| Operating Expenditures                | 17,550          | 31          | 17,581       | (2,304)      | (4,589)     | 10,688    | 39%    |
|                                       | 630,193         | 31          | 630,224      | (172,671)    | (354,677)   | 102,876   | 84%    |
| <b>18420 Justice of the Peace 4,2</b> |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 703,564         | -           | 703,564      | (195,459)    | (401,820)   | 106,285   | 85%    |
| Operating Expenditures                | 51,450          | -           | 51,450       | (18,173)     | (12,241)    | 21,036    | 59%    |
|                                       | 755,014         | -           | 755,014      | (213,631)    | (414,061)   | 127,322   | 83%    |
| <b>19000 Judicial Miscellaneous</b>   |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 432,105         | -           | 432,105      | (153,410)    | (168,059)   | 110,635   | 74%    |
| Operating Expenditures                | 1,885,750       | -           | 1,885,750    | (48,132)     | (1,213,800) | 623,817   | 67%    |
| Transfers                             | 250,000         | -           | 250,000      | -            | (12,439)    | 237,561   | 5%     |
|                                       | 2,567,855       | -           | 2,567,855    | (201,543)    | (1,394,299) | 972,013   | 62%    |
| <b>19100 Indigent Defense</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 255,479         | -           | 255,479      | (72,557)     | (146,733)   | 36,189    | 86%    |
| Operating Expenditures                | 6,671           | -           | 6,671        | (1,321)      | (3,895)     | 1,455     | 78%    |
|                                       | 262,150         | -           | 262,150      | (73,877)     | (150,629)   | 37,644    | 86%    |
| <b>19200 Bail Bond Board</b>          |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 148,776         | -           | 148,776      | (41,998)     | (84,678)    | 22,101    | 85%    |
| Operating Expenditures                | 5,500           | -           | 5,500        | -            | (904)       | 4,596     | 16%    |
|                                       | 154,276         | -           | 154,276      | (41,998)     | (85,582)    | 26,697    | 83%    |
| <b>19300 District Attorney</b>        |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 10,631,812      | (73,634)    | 10,558,178   | (3,343,251)  | (5,984,312) | 1,230,615 | 88%    |
| Operating Expenditures                | 208,700         | 1,234       | 209,934      | (80,699)     | (96,313)    | 32,922    | 84%    |
| Capital                               | 202,268         | 18,634      | 220,902      | 111,784      | (267,029)   | 65,657    | 70%    |
| Transfers                             | 132,000         | -           | 132,000      | -            | (139,133)   | (7,133)   | 105%   |
|                                       | 11,174,780      | (53,766)    | 11,121,014   | (3,312,167)  | (6,486,787) | 1,322,061 | 88%    |
| <b>19900 Law Library</b>              |                 |             |              |              |             |           |        |
| Transfers                             | 70,000          | -           | 70,000       | -            | -           | 70,000    | 0%     |
|                                       | 70,000          | -           | 70,000       | -            | -           | 70,000    | 0%     |
| <b>20100 County Auditor</b>           |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 2,315,622       | -           | 2,315,622    | (695,221)    | (1,295,771) | 324,630   | 86%    |
| Operating Expenditures                | 19,450          | 52          | 19,502       | (5,896)      | (5,320)     | 8,285     | 58%    |
|                                       | 2,335,072       | 52          | 2,335,124    | (701,117)    | (1,301,092) | 332,915   | 86%    |
| <b>20200 Purchasing</b>               |                 |             |              |              |             |           |        |
| Salaries & Benefits                   | 852,133         | -           | 852,133      | (254,295)    | (484,609)   | 113,228   | 87%    |





# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                           | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses     | Remaining | % Used |
|--|-----------------|-------------|--------------|--------------|--------------|-----------|--------|
| Operating Expenditures                     | 41,100          | 12          | 41,112       | (4,789)      | (16,703)     | 19,620    | 52%    |
|  | 893,233         | 12          | 893,245      | (259,084)    | (501,312)    | 132,848   | 85%    |
| <b>20300 County Treasurer</b>              |                 |             |              |              |              |           |        |
| Salaries & Benefits                        | 421,675         | -           | 421,675      | (125,704)    | (240,925)    | 55,046    | 87%    |
| Operating Expenditures                     | 92,670          | 100         | 92,770       | (37,747)     | (39,733)     | 15,290    | 84%    |
|  | 514,345         | 100         | 514,445      | (163,451)    | (280,658)    | 70,336    | 86%    |
| <b>20400 Human Resources</b>               |                 |             |              |              |              |           |        |
| Salaries & Benefits                        | 1,083,820       | -           | 1,083,820    | (353,029)    | (586,529)    | 144,262   | 87%    |
| Operating Expenditures                     | 117,817         | 35,077      | 152,894      | (104,619)    | (45,692)     | 2,583     | 98%    |
|  | 1,201,637       | 35,077      | 1,236,714    | (457,648)    | (632,221)    | 146,845   | 88%    |
| <b>21000 Tax Assessor-Collector</b>        |                 |             |              |              |              |           |        |
| Salaries & Benefits                        | 4,434,945       | -           | 4,434,945    | (1,255,410)  | (2,400,460)  | 779,075   | 82%    |
| Operating Expenditures                     | 207,700         | 152         | 207,852      | (43,659)     | (118,014)    | 46,179    | 78%    |
| Capital                                    | 37,350          | -           | 37,350       | (40,350)     | -            | (3,000)   | 108%   |
|  | 4,679,995       | 152         | 4,680,147    | (1,339,418)  | (2,518,475)  | 822,254   | 82%    |
| <b>22000 Information Systems</b>           |                 |             |              |              |              |           |        |
| Salaries & Benefits                        | 3,965,218       | -           | 3,965,218    | (1,208,380)  | (2,238,385)  | 518,454   | 87%    |
| Operating Expenditures                     | 7,995,303       | 1,214       | 7,996,517    | (1,120,546)  | (5,184,576)  | 1,691,395 | 79%    |
| Debt Services                              | 290,000         | -           | 290,000      | -            | -            | 290,000   | 0%     |
| Capital                                    | 436,200         | -           | 436,200      | (56,835)     | (47,871)     | 331,494   | 24%    |
| Transfers                                  | -               | -           | -            | -            | (12,088)     | (12,088)  | 0%     |
|  | 12,686,721      | 1,214       | 12,687,935   | (2,385,760)  | (7,482,920)  | 2,819,255 | 78%    |
| <b>23000 Appraisal District Assessment</b> |                 |             |              |              |              |           |        |
| Operating Expenditures                     | 1,136,080       | -           | 1,136,080    | -            | (840,201)    | 295,879   | 74%    |
|  | 1,136,080       | -           | 1,136,080    | -            | (840,201)    | 295,879   | 74%    |
| <b>24000 Elections</b>                     |                 |             |              |              |              |           |        |
| Salaries & Benefits                        | 851,063         | -           | 851,063      | -            | (511,478)    | 339,585   | 60%    |
| Operating Expenditures                     | 448,850         | -           | 448,850      | (14,902)     | (278,527)    | 155,421   | 65%    |
| Capital                                    | 24,000          | -           | 24,000       | -            | -            | 24,000    | 0%     |
|  | 1,323,913       | -           | 1,323,913    | (14,902)     | (790,005)    | 519,007   | 61%    |
| <b>25000 Facilities Management</b>         |                 |             |              |              |              |           |        |
| Salaries & Benefits                        | 2,461,823       | -           | 2,461,823    | (736,045)    | (1,362,509)  | 363,269   | 85%    |
| Operating Expenditures                     | 3,429,400       | (49,875)    | 3,379,525    | (727,554)    | (1,527,879)  | 1,124,092 | 67%    |
| Capital                                    | 335,000         | 50,000      | 385,000      | 42,544       | (62,665)     | 364,879   | 5%     |
|  | 6,226,223       | 125         | 6,226,348    | (1,421,054)  | (2,953,054)  | 1,852,240 | 70%    |
| <b>26000 Property Insurance</b>            |                 |             |              |              |              |           |        |
| Operating Expenditures                     | 2,600,000       | -           | 2,600,000    | -            | (2,378,687)  | 221,313   | 91%    |
|  | 2,600,000       | -           | 2,600,000    | -            | (2,378,687)  | 221,313   | 91%    |
| <b>30000 County Sheriff</b>                |                 |             |              |              |              |           |        |
| Salaries & Benefits                        | 23,040,266      | (163,375)   | 22,876,891   | (7,462,507)  | (13,352,772) | 2,061,612 | 91%    |
| Operating Expenditures                     | 3,269,000       | 439,264     | 3,708,264    | (529,407)    | (2,040,508)  | 1,138,349 | 69%    |
| Capital                                    | 1,241,550       | (168,000)   | 1,073,550    | 169,143      | (797,260)    | 445,433   | 59%    |
| Transfers                                  | 55,000          | -           | 55,000       | -            | (55,331)     | (331)     | 101%   |
|  | 27,605,816      | 107,889     | 27,713,705   | (7,822,772)  | (16,245,871) | 3,645,062 | 87%    |
| <b>30100 Animal Control</b>                |                 |             |              |              |              |           |        |
| Salaries & Benefits                        | 592,660         | (6,125)     | 586,535      | (154,643)    | (349,502)    | 82,389    | 86%    |
| Operating Expenditures                     | 87,500          | 6,125       | 93,625       | (20,728)     | (32,492)     | 40,406    | 57%    |
| Capital                                    | 52,000          | 3,856       | 55,856       | (49,841)     | (6,015)      | -         | 100%   |
|  | 732,160         | 3,856       | 736,016      | (225,212)    | (388,009)    | 122,795   | 83%    |





# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                            | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses     | Remaining | % Used |
|---|-----------------|-------------|--------------|--------------|--------------|-----------|--------|
| <b>30200 Crime Lab</b>                      |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 716,055         | -           | 716,055      | (252,136)    | (425,608)    | 38,312    | 95%    |
| Operating Expenditures                      | 315,000         | (4,225)     | 310,775      | (23,377)     | (159,162)    | 128,236   | 59%    |
| Capital                                     | 25,000          | 4,225       | 29,225       | (14,217)     | (16,372)     | (1,364)   | 105%   |
|   | 1,056,055       | -           | 1,056,055    | (289,730)    | (601,142)    | 165,184   | 84%    |
| <b>31000 Tx Dept of Public Safety (DPS)</b> |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 232,533         | -           | 232,533      | (82,749)     | (132,080)    | 17,705    | 92%    |
| Operating Expenditures                      | 1,550           | -           | 1,550        | -            | -            | 1,550     | 0%     |
|   | 234,083         | -           | 234,083      | (82,749)     | (132,080)    | 19,255    | 92%    |
| <b>32100 Constable-Precinct 1</b>           |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 1,166,529       | -           | 1,166,529    | (318,601)    | (715,143)    | 132,785   | 89%    |
| Operating Expenditures                      | 265,539         | (2,709)     | 262,830      | 29,695       | (211,792)    | 80,733    | 69%    |
| Capital                                     | -               | -           | -            | 67,083       | (67,083)     | -         | 0%     |
|   | 1,432,068       | (2,709)     | 1,429,359    | (221,823)    | (994,019)    | 213,517   | 85%    |
| <b>32200 Constable-Precinct 2</b>           |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 1,061,806       | -           | 1,061,806    | (302,728)    | (601,711)    | 157,366   | 85%    |
| Operating Expenditures                      | 233,400         | -           | 233,400      | (35,984)     | (143,133)    | 54,284    | 77%    |
| Capital                                     | -               | -           | -            | (13,716)     | -            | (13,716)  | 0%     |
|   | 1,295,206       | -           | 1,295,206    | (352,428)    | (744,844)    | 197,934   | 85%    |
| <b>32300 Constable-Precinct 3</b>           |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 1,126,588       | -           | 1,126,588    | (314,048)    | (615,403)    | 197,137   | 83%    |
| Operating Expenditures                      | 257,800         | 166         | 257,966      | (27,730)     | (89,965)     | 140,271   | 46%    |
| Capital                                     | 179,700         | -           | 179,700      | (71,197)     | (55,139)     | 53,364    | 70%    |
|   | 1,564,088       | 166         | 1,564,254    | (412,975)    | (760,507)    | 390,772   | 75%    |
| <b>32400 Constable-Precinct 4</b>           |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 1,906,710       | -           | 1,906,710    | (584,726)    | (1,121,878)  | 200,106   | 90%    |
| Operating Expenditures                      | 228,500         | 352         | 228,852      | (37,590)     | (94,725)     | 96,538    | 58%    |
| Capital                                     | 51,250          | -           | 51,250       | 149,355      | (201,185)    | (580)     | 101%   |
|   | 2,186,460       | 352         | 2,186,812    | (472,960)    | (1,417,788)  | 296,064   | 86%    |
| <b>33000 Intensive CommunityServiceProg</b> |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 117,244         | -           | 117,244      | -            | (45,852)     | 71,392    | 39%    |
| Operating Expenditures                      | 66,110          | -           | 66,110       | (4,732)      | (36,675)     | 24,703    | 63%    |
| Capital                                     | -               | -           | -            | 54,305       | (54,305)     | -         | 0%     |
|   | 183,354         | -           | 183,354      | 49,573       | (136,832)    | 96,095    | 48%    |
| <b>34000 Ambulance EMS</b>                  |                 |             |              |              |              |           |        |
| Operating Expenditures                      | 96,000          | -           | 96,000       | -            | (96,000)     | -         | 100%   |
|   | 96,000          | -           | 96,000       | -            | (96,000)     | -         | 100%   |
| <b>34100 Fire Protection</b>                |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 65,468          | -           | 65,468       | (17,842)     | (37,688)     | 9,938     | 85%    |
| Operating Expenditures                      | 558,000         | -           | 558,000      | -            | (546,799)    | 11,201    | 98%    |
|   | 623,468         | -           | 623,468      | (17,842)     | (584,487)    | 21,139    | 97%    |
| <b>34200 Fire Marshal</b>                   |                 |             |              |              |              |           |        |
| Transfers                                   | 310,000         | -           | 310,000      | -            | -            | 310,000   | 0%     |
|   | 310,000         | -           | 310,000      | -            | -            | 310,000   | 0%     |
| <b>35000 Detention Center</b>               |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 15,609,080      | (161,250)   | 15,447,830   | (4,675,488)  | (9,612,230)  | 1,160,112 | 92%    |
| Operating Expenditures                      | 9,540,000       | 161,250     | 9,701,250    | (774,355)    | (4,624,011)  | 4,302,884 | 56%    |
| Capital                                     | 196,000         | -           | 196,000      | (3,165)      | (166,294)    | 26,541    | 86%    |
|   | 25,345,080      | -           | 25,345,080   | (5,453,008)  | (14,402,535) | 5,489,537 | 78%    |
| <b>36000 Juvenile Probation</b>             |                 |             |              |              |              |           |        |
| Salaries & Benefits                         | 8,671,867       | -           | 8,671,867    | (2,521,913)  | (4,725,872)  | 1,424,082 | 84%    |



# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                          | Original Budget | Adjustments | Total Budget | Encumbrances | Expenses    | Remaining | % Used |
|---|-----------------|-------------|--------------|--------------|-------------|-----------|--------|
| Operating Expenditures                    | 1,547,201       | 4,340       | 1,551,541    | (695,987)    | (704,231)   | 151,323   | 90%    |
| Capital                                   | 50,000          | -           | 50,000       | 14,878       | (16,700)    | 48,177    | 4%     |
| Transfers                                 | 610,000         | -           | 610,000      | -            | -           | 610,000   | 0%     |
|   | 10,879,068      | 4,340       | 10,883,408   | (3,203,022)  | (5,446,803) | 2,233,583 | 79%    |
| <b>40000 Adult Probation</b>              |                 |             |              |              |             |           |        |
| Operating Expenditures                    | 266,350         | 117,817     | 384,167      | (12,916)     | (262,248)   | 109,003   | 72%    |
| Transfers                                 | 92,000          | -           | 92,000       | -            | -           | 92,000    | 0%     |
|   | 358,350         | 117,817     | 476,167      | (12,916)     | (262,248)   | 201,003   | 58%    |
| <b>45000 Health</b>                       |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 599,975         | -           | 599,975      | (432,794)    | (417,419)   | (250,238) | 142%   |
| Operating Expenditures                    | 94,600          | 2,967       | 97,567       | (15,006)     | (43,301)    | 39,261    | 60%    |
| Transfers                                 | 2,000           | -           | 2,000        | -            | (594)       | 1,406     | 30%    |
|   | 696,575         | 2,967       | 699,542      | (447,799)    | (461,315)   | (209,571) | 130%   |
| <b>45200 Indigent Health Care</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 200,900         | -           | 200,900      | (56,500)     | (100,696)   | 43,704    | 78%    |
| Operating Expenditures                    | 2,439,605       | 735         | 2,440,340    | (80,101)     | (921,431)   | 1,438,807 | 41%    |
|   | 2,640,505       | 735         | 2,641,240    | (136,601)    | (1,022,128) | 1,482,511 | 44%    |
| <b>45300 Water Lab</b>                    |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 232,751         | -           | 232,751      | (66,487)     | (120,509)   | 45,756    | 80%    |
| Operating Expenditures                    | 54,450          | 43          | 54,493       | (18,615)     | (32,583)    | 3,294     | 94%    |
|   | 287,201         | 43          | 287,244      | (85,102)     | (153,092)   | 49,050    | 83%    |
| <b>46000 Children Protective Services</b> |                 |             |              |              |             |           |        |
| Operating Expenditures                    | 94,400          | -           | 94,400       | (23,678)     | (34,045)    | 36,676    | 61%    |
| Transfers                                 | 40,000          | -           | 40,000       | -            | (16,767)    | 23,233    | 42%    |
|   | 134,400         | -           | 134,400      | (23,678)     | (50,813)    | 59,909    | 55%    |
| <b>47000 Environmental Health</b>         |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 1,423,159       | -           | 1,423,159    | (363,808)    | (791,277)   | 268,074   | 81%    |
| Operating Expenditures                    | 98,090          | 2,470       | 100,560      | 15,481       | (40,313)    | 75,727    | 25%    |
| Transfers                                 | 120,000         | -           | 120,000      | -            | -           | 120,000   | 0%     |
|   | 1,641,249       | 2,470       | 1,643,719    | (348,327)    | (831,590)   | 463,801   | 72%    |
| <b>49000 County Welfare</b>               |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 60,688          | -           | 60,688       | (17,558)     | (47,634)    | (4,504)   | 107%   |
| Operating Expenditures                    | 13,400          | -           | 13,400       | (675)        | (1,308)     | 11,417    | 15%    |
|   | 74,088          | -           | 74,088       | (18,233)     | (48,942)    | 6,913     | 91%    |
| <b>50000 Mental Health</b>                |                 |             |              |              |             |           |        |
| Operating Expenditures                    | 268,800         | -           | 268,800      | -            | (134,400)   | 134,400   | 50%    |
|   | 268,800         | -           | 268,800      | -            | (134,400)   | 134,400   | 50%    |
| <b>51000 Actions</b>                      |                 |             |              |              |             |           |        |
| Operating Expenditures                    | 70,000          | -           | 70,000       | -            | (70,000)    | -         | 100%   |
|   | 70,000          | -           | 70,000       | -            | (70,000)    | -         | 100%   |
| <b>52000 Helpline</b>                     |                 |             |              |              |             |           |        |
| Operating Expenditures                    | 20,000          | -           | 20,000       | -            | (20,000)    | -         | 100%   |
|   | 20,000          | -           | 20,000       | -            | (20,000)    | -         | 100%   |
| <b>53000 Marine Protection Service</b>    |                 |             |              |              |             |           |        |
| Operating Expenditures                    | 12,000          | -           | 12,000       | -            | (12,000)    | -         | 100%   |
|   | 12,000          | -           | 12,000       | -            | (12,000)    | -         | 100%   |
| <b>55000 Library Administration</b>       |                 |             |              |              |             |           |        |
| Salaries & Benefits                       | 6,973,810       | -           | 6,973,810    | (2,055,970)  | (3,963,549) | 954,291   | 86%    |
| Operating Expenditures                    | 1,699,338       | 5,457       | 1,704,795    | (537,462)    | (1,031,711) | 135,622   | 92%    |
| Capital                                   | 209,419         | -           | 209,419      | -            | -           | 209,419   | 0%     |
|   | 8,882,567       | 5,457       | 8,888,024    | (2,593,432)  | (4,995,260) | 1,299,332 | 85%    |



# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                                 | Original Budget    | Adjustments      | Total Budget       | Encumbrances        | Expenses            | Remaining         | % Used     |
|--|--------------------|------------------|--------------------|---------------------|---------------------|-------------------|------------|
| <b>56000 Parks</b>                               |                    |                  |                    |                     |                     |                   |            |
| Salaries & Benefits                              | 4,013,411          | -                | 4,013,411          | (1,260,989)         | (2,235,608)         | 516,814           | 87%        |
| Operating Expenditures                           | 1,357,050          | 615              | 1,357,665          | (448,813)           | (557,307)           | 351,546           | 74%        |
| Capital  | 630,000            | -                | 630,000            | 217,583             | (496,682)           | 350,902           | 44%        |
| Transfers  | -                  | -                | -                  | -                   | (5,182)             | (5,182)           | 0%         |
|  | 6,000,461          | 615              | 6,001,076          | (1,492,218)         | (3,294,779)         | 1,214,079         | 80%        |
| <b>57000 Fairgrounds</b>                         |                    |                  |                    |                     |                     |                   |            |
| Salaries & Benefits                              | 76,930             | -                | 76,930             | (26,723)            | (43,930)            | 6,277             | 92%        |
| Operating Expenditures                           | 285,540            | -                | 285,540            | (30,882)            | (108,314)           | 146,344           | 49%        |
| Capital  | 775,000            | (775,000)        | -                  | -                   | -                   | -                 | 0%         |
|  | 1,137,470          | (775,000)        | 362,470            | (57,605)            | (152,244)           | 152,621           | 58%        |
| <b>58000 Museum</b>                              |                    |                  |                    |                     |                     |                   |            |
| Salaries & Benefits                              | 646,493            | -                | 646,493            | (190,650)           | (334,297)           | 121,546           | 81%        |
| Operating Expenditures                           | 26,932             | 207              | 27,139             | (1,998)             | (8,015)             | 17,126            | 37%        |
| Capital  | 325,302            | -                | 325,302            | (101,165)           | -                   | 224,137           | 31%        |
|  | 998,727            | 207              | 998,934            | (293,812)           | (342,313)           | 362,809           | 64%        |
| <b>60000 Agriculture Extension</b>               |                    |                  |                    |                     |                     |                   |            |
| Salaries & Benefits                              | 524,775            | -                | 524,775            | (162,971)           | (301,933)           | 59,871            | 89%        |
| Operating Expenditures                           | 58,700             | 3,105            | 61,805             | (12,449)            | (29,653)            | 19,702            | 68%        |
|  | 583,475            | 3,105            | 586,580            | (175,420)           | (331,587)           | 79,573            | 86%        |
| <b>65000 Flood Plain Administrator</b>           |                    |                  |                    |                     |                     |                   |            |
| Salaries & Benefits                              | 326,999            | -                | 326,999            | (75,721)            | (178,916)           | 72,361            | 78%        |
| Operating Expenditures                           | 12,400             | 468              | 12,868             | (2,191)             | (7,244)             | 3,433             | 73%        |
| Capital  | -                  | 55,000           | 55,000             | -                   | (49,895)            | 5,105             | 91%        |
|  | 339,399            | 55,468           | 394,867            | (77,913)            | (236,055)           | 80,899            | 80%        |
| <b>Total Fund: 10000</b>                         | <b>182,328,126</b> | <b>(676,239)</b> | <b>181,651,887</b> | <b>(40,706,330)</b> | <b>(99,698,953)</b> | <b>41,246,604</b> | <b>77%</b> |
| <b>Fund: 10100-General Fund - Construction</b>   |                    |                  |                    |                     |                     |                   |            |
| <b>57000 Fairgrounds</b>                         |                    |                  |                    |                     |                     |                   |            |
| Operating Expenditures                           | -                  | 75,000           | 75,000             | -                   | (5,929)             | 69,071            | 8%         |
| Capital  | -                  | 700,000          | 700,000            | -                   | -                   | 700,000           | 0%         |
|  | -                  | 775,000          | 775,000            | -                   | (5,929)             | 769,071           | 1%         |
| <b>Total Fund: 10100</b>                         | <b>-</b>           | <b>775,000</b>   | <b>775,000</b>     | <b>-</b>            | <b>(5,929)</b>      | <b>769,071</b>    | <b>1%</b>  |
| <b>Fund: 10200-Juv Prob Fees</b>                 |                    |                  |                    |                     |                     |                   |            |
| <b>36000 Juvenile Probation</b>                  |                    |                  |                    |                     |                     |                   |            |
| Operating Expenditures                           | 9,300              | -                | 9,300              | (285)               | (2,761)             | 6,254             | 33%        |
| Capital  | -                  | -                | -                  | (2,691)             | -                   | (2,691)           | 0%         |
|  | 9,300              | -                | 9,300              | (2,976)             | (2,761)             | 3,563             | 62%        |
| <b>Total Fund: 10200</b>                         | <b>9,300</b>       | <b>-</b>         | <b>9,300</b>       | <b>(2,976)</b>      | <b>(2,761)</b>      | <b>3,563</b>      | <b>62%</b> |
| <b>Fund: 10340-Constable 4 Marine Team</b>       |                    |                  |                    |                     |                     |                   |            |
| <b>32400 Constable-Precinct 4</b>                |                    |                  |                    |                     |                     |                   |            |
| Capital  | -                  | 45,000           | 45,000             | -                   | -                   | 45,000            | 0%         |
|  | -                  | 45,000           | 45,000             | -                   | -                   | 45,000            | 0%         |
| <b>Total Fund: 10340</b>                         | <b>-</b>           | <b>45,000</b>    | <b>45,000</b>      | <b>-</b>            | <b>-</b>            | <b>45,000</b>     | <b>0%</b>  |
| <b>Fund: 10350-Sheriff Special Response Team</b> |                    |                  |                    |                     |                     |                   |            |
| <b>30000 County Sheriff</b>                      |                    |                  |                    |                     |                     |                   |            |
| Operating Expenditures                           | 20,000             | -                | 20,000             | (2,720)             | (834)               | 16,446            | 18%        |
|  | 20,000             | -                | 20,000             | (2,720)             | (834)               | 16,446            | 18%        |
| <b>Total Fund: 10350</b>                         | <b>20,000</b>      | <b>-</b>         | <b>20,000</b>      | <b>(2,720)</b>      | <b>(834)</b>        | <b>16,446</b>     | <b>18%</b> |



# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                                  | Original Budget | Adjustments | Total Budget   | Encumbrances    | Expenses         | Remaining     | % Used     |
|---|-----------------|-------------|----------------|-----------------|------------------|---------------|------------|
| <b>Fund: 10351-Sheriff Drone Team</b>             |                 |             |                |                 |                  |               |            |
| 30000 County Sheriff                              |                 |             |                |                 |                  |               |            |
| Operating Expenditures                            | 15,000          | -           | 15,000         | (3,214)         | (10,138)         | 1,648         | 89%        |
|   | 15,000          | -           | 15,000         | (3,214)         | (10,138)         | 1,648         | 89%        |
| <b>Total Fund: 10351</b>                          | <b>15,000</b>   | <b>-</b>    | <b>15,000</b>  | <b>(3,214)</b>  | <b>(10,138)</b>  | <b>1,648</b>  | <b>89%</b> |
| <b>Fund: 10352-Sheriff Marine Team</b>            |                 |             |                |                 |                  |               |            |
| 30000 County Sheriff                              |                 |             |                |                 |                  |               |            |
| Operating Expenditures                            | 10,000          | -           | 10,000         | (874)           | (6,723)          | 2,403         | 76%        |
|   | 10,000          | -           | 10,000         | (874)           | (6,723)          | 2,403         | 76%        |
| <b>Total Fund: 10352</b>                          | <b>10,000</b>   | <b>-</b>    | <b>10,000</b>  | <b>(874)</b>    | <b>(6,723)</b>   | <b>2,403</b>  | <b>76%</b> |
| <b>Fund: 10353-Sheriff Dive Team</b>              |                 |             |                |                 |                  |               |            |
| 30000 County Sheriff                              |                 |             |                |                 |                  |               |            |
| Operating Expenditures                            | 10,000          | -           | 10,000         | (6,748)         | (2,769)          | 483           | 95%        |
|   | 10,000          | -           | 10,000         | (6,748)         | (2,769)          | 483           | 95%        |
| <b>Total Fund: 10353</b>                          | <b>10,000</b>   | <b>-</b>    | <b>10,000</b>  | <b>(6,748)</b>  | <b>(2,769)</b>   | <b>483</b>    | <b>95%</b> |
| <b>Fund: 10400-Env Health-Retail Food Permits</b> |                 |             |                |                 |                  |               |            |
| 47000 Environmental Health                        |                 |             |                |                 |                  |               |            |
| Salaries & Benefits                               | 219,439         | -           | 219,439        | (55,944)        | (121,815)        | 41,680        | 81%        |
|   | 219,439         | -           | 219,439        | (55,944)        | (121,815)        | 41,680        | 81%        |
| <b>Total Fund: 10400</b>                          | <b>219,439</b>  | <b>-</b>    | <b>219,439</b> | <b>(55,944)</b> | <b>(121,815)</b> | <b>41,680</b> | <b>81%</b> |
| <b>Fund: 10600-Fire Training Field</b>            |                 |             |                |                 |                  |               |            |
| 34100 Fire Protection                             |                 |             |                |                 |                  |               |            |
| Operating Expenditures                            | 2,000           | -           | 2,000          | -               | (386)            | 1,614         | 19%        |
|   | 2,000           | -           | 2,000          | -               | (386)            | 1,614         | 19%        |
| <b>Total Fund: 10600</b>                          | <b>2,000</b>    | <b>-</b>    | <b>2,000</b>   | <b>-</b>        | <b>(386)</b>     | <b>1,614</b>  | <b>19%</b> |
| <b>Fund: 10700-Parks Special Events</b>           |                 |             |                |                 |                  |               |            |
| 56000 Parks                                       |                 |             |                |                 |                  |               |            |
| Operating Expenditures                            | 2,000           | -           | 2,000          | (191)           | (981)            | 828           | 59%        |
|   | 2,000           | -           | 2,000          | (191)           | (981)            | 828           | 59%        |
| <b>Total Fund: 10700</b>                          | <b>2,000</b>    | <b>-</b>    | <b>2,000</b>   | <b>(191)</b>    | <b>(981)</b>     | <b>828</b>    | <b>59%</b> |
| <b>Fund: 10710-Parks SFA Special Projects</b>     |                 |             |                |                 |                  |               |            |
| 56020 Parks-SFA Munson Historical                 |                 |             |                |                 |                  |               |            |
| Operating Expenditures                            | 1,000           | -           | 1,000          | -               | -                | 1,000         | 0%         |
|   | 1,000           | -           | 1,000          | -               | -                | 1,000         | 0%         |
| <b>Total Fund: 10710</b>                          | <b>1,000</b>    | <b>-</b>    | <b>1,000</b>   | <b>-</b>        | <b>-</b>         | <b>1,000</b>  | <b>0%</b>  |
| <b>Fund: 10850-CPS-Donations</b>                  |                 |             |                |                 |                  |               |            |
| 46000 Children Protective Services                |                 |             |                |                 |                  |               |            |
| Operating Expenditures                            | 23,600          | -           | 23,600         | -               | (3,367)          | 20,233        | 14%        |
|   | 23,600          | -           | 23,600         | -               | (3,367)          | 20,233        | 14%        |
| <b>Total Fund: 10850</b>                          | <b>23,600</b>   | <b>-</b>    | <b>23,600</b>  | <b>-</b>        | <b>(3,367)</b>   | <b>20,233</b> | <b>14%</b> |
| <b>Fund: 20000-Road and Bridge Non-Construct</b>  |                 |             |                |                 |                  |               |            |
| 22000 Information Systems                         |                 |             |                |                 |                  |               |            |
| Operating Expenditures                            | 10,000          | 10,000      | 20,000         | (2,224)         | (10,606)         | 7,170         | 64%        |
|   | 10,000          | 10,000      | 20,000         | (2,224)         | (10,606)         | 7,170         | 64%        |



# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                                | Original Budget   | Adjustments      | Total Budget      | Encumbrances       | Expenses            | Remaining         | % Used     |
|---|-------------------|------------------|-------------------|--------------------|---------------------|-------------------|------------|
| <b>71000 RB South Service Center</b>            |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | 3,719,227         | (193,000)        | 3,526,227         | (1,124,904)        | (1,947,978)         | 453,346           | 87%        |
| Operating Expenditures                          | 2,160,000         | 252,000          | 2,412,000         | (589,781)          | (760,906)           | 1,061,313         | 56%        |
| Capital   | 164,732           | -                | 164,732           | 33,535             | (183,445)           | 14,822            | 91%        |
|   | 6,043,959         | 59,000           | 6,102,959         | (1,681,150)        | (2,892,328)         | 1,529,482         | 75%        |
| <b>72000 RB Central Service Center</b>          |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | 3,678,418         | (288,000)        | 3,390,418         | (1,121,540)        | (1,759,427)         | 509,451           | 85%        |
| Operating Expenditures                          | 2,160,000         | 125,060          | 2,285,060         | (575,232)          | (803,935)           | 905,894           | 60%        |
| Capital   | 750,000           | 330,000          | 1,080,000         | (670,144)          | (408,691)           | 1,165             | 100%       |
|   | 6,588,418         | 167,060          | 6,755,478         | (2,366,916)        | (2,972,053)         | 1,416,510         | 79%        |
| <b>73000 RB North Service Center</b>            |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | 3,595,365         | (33,000)         | 3,562,365         | (1,104,464)        | (1,936,055)         | 521,846           | 85%        |
| Operating Expenditures                          | 2,180,000         | 99,200           | 2,279,200         | (609,121)          | (898,630)           | 771,449           | 66%        |
| Capital   | 730,001           | 800              | 730,801           | 12,065             | (723,557)           | 19,309            | 97%        |
|   | 6,505,366         | 67,000           | 6,572,366         | (1,701,520)        | (3,558,242)         | 1,312,603         | 80%        |
| <b>74000 RB West Service Center</b>             |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | 3,813,972         | (331,000)        | 3,482,972         | (1,152,712)        | (1,753,509)         | 576,751           | 83%        |
| Operating Expenditures                          | 2,160,000         | 200,116          | 2,360,116         | (593,642)          | (699,259)           | 1,067,214         | 55%        |
| Capital   | 750,000           | -                | 750,000           | 323,462            | (1,059,654)         | 13,808            | 98%        |
|   | 6,723,972         | (130,884)        | 6,593,088         | (1,422,893)        | (3,512,422)         | 1,657,773         | 75%        |
| <b>75000 Engineer's Office</b>                  |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | 2,323,311         | -                | 2,323,311         | (722,607)          | (1,294,865)         | 305,839           | 87%        |
| Operating Expenditures                          | 1,392,267         | 566,172          | 1,958,439         | (340,095)          | (404,230)           | 1,214,113         | 38%        |
| Capital   | 50,000            | 209              | 50,209            | -                  | (45,884)            | 4,325             | 91%        |
| Transfers                                       | 2,300,000         | -                | 2,300,000         | -                  | -                   | 2,300,000         | 0%         |
|   | 6,065,578         | 566,381          | 6,631,959         | (1,062,702)        | (1,744,980)         | 3,824,277         | 42%        |
| <b>Total Fund: 20000</b>                        | <b>31,937,293</b> | <b>738,557</b>   | <b>32,675,850</b> | <b>(8,237,405)</b> | <b>(14,690,631)</b> | <b>9,747,814</b>  | <b>70%</b> |
| <b>Fund: 20500-Road and Bridge Construction</b> |                   |                  |                   |                    |                     |                   |            |
| <b>71000 RB South Service Center</b>            |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | -                 | 193,000          | 193,000           | -                  | (127,948)           | 65,052            | 66%        |
| Operating Expenditures                          | 1,750,000         | -                | 1,750,000         | (16,815)           | (481,567)           | 1,251,618         | 28%        |
| Capital   | -                 | (152,000)        | (152,000)         | -                  | -                   | (152,000)         | 0%         |
|   | 1,750,000         | 41,000           | 1,791,000         | (16,815)           | (609,515)           | 1,164,670         | 35%        |
| <b>72000 RB Central Service Center</b>          |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | -                 | 288,000          | 288,000           | -                  | (198,368)           | 89,632            | 69%        |
| Operating Expenditures                          | 1,750,000         | -                | 1,750,000         | (458,616)          | (888,788)           | 402,596           | 77%        |
|   | 1,750,000         | 288,000          | 2,038,000         | (458,616)          | (1,087,156)         | 492,228           | 76%        |
| <b>73000 RB North Service Center</b>            |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | -                 | 33,000           | 33,000            | -                  | (14,260)            | 18,740            | 43%        |
| Operating Expenditures                          | 1,750,000         | -                | 1,750,000         | (141,154)          | (29,949)            | 1,578,896         | 10%        |
|   | 1,750,000         | 33,000           | 1,783,000         | (141,154)          | (44,209)            | 1,597,636         | 10%        |
| <b>74000 RB West Service Center</b>             |                   |                  |                   |                    |                     |                   |            |
| Salaries & Benefits                             | -                 | 331,000          | 331,000           | -                  | (277,315)           | 53,685            | 84%        |
| Operating Expenditures                          | 1,750,000         | -                | 1,750,000         | (363,280)          | (889,788)           | 496,932           | 72%        |
|   | 1,750,000         | 331,000          | 2,081,000         | (363,280)          | (1,167,103)         | 550,616           | 74%        |
| <b>75000 Engineer's Office</b>                  |                   |                  |                   |                    |                     |                   |            |
| Operating Expenditures                          | 1,250,000         | (880,357)        | 369,643           | 204,776            | (433,125)           | 141,294           | 62%        |
| Capital   | 9,375,000         | (549,643)        | 8,825,357         | 1,721,002          | (1,766,602)         | 8,779,757         | 1%         |
|   | 10,625,000        | (1,430,000)      | 9,195,000         | 1,925,779          | (2,199,728)         | 8,921,051         | 3%         |
| <b>Total Fund: 20500</b>                        | <b>17,625,000</b> | <b>(737,000)</b> | <b>16,888,000</b> | <b>945,913</b>     | <b>(5,107,711)</b>  | <b>12,726,202</b> | <b>25%</b> |



# Budget to Actuals for Year 2025

10/1/2024 thru 4/30/2025

| Account Category                             | Original Budget    | Adjustments    | Total Budget       | Encumbrances        | Expenses             | Remaining         | % Used     |
|--|--------------------|----------------|--------------------|---------------------|----------------------|-------------------|------------|
| <b>Fund: 39800-Law Library</b>               |                    |                |                    |                     |                      |                   |            |
| <b>19900 Law Library</b>                     |                    |                |                    |                     |                      |                   |            |
| Salaries & Benefits                          | 88,877             | -              | 88,877             | (25,965)            | (50,845)             | 12,067            | 86%        |
| Operating Expenditures                       | 380,000            | 29             | 380,029            | (93,182)            | (158,585)            | 128,262           | 66%        |
|  | 468,877            | 29             | 468,906            | (119,147)           | (209,429)            | 140,329           | 70%        |
| <b>22000 Information Systems</b>             |                    |                |                    |                     |                      |                   |            |
| Operating Expenditures                       | 6,000              | -              | 6,000              | (2,500)             | (3,967)              | (467)             | 108%       |
|  | 6,000              | -              | 6,000              | (2,500)             | (3,967)              | (467)             | 108%       |
| <b>Total Fund: 39800</b>                     | <b>474,877</b>     | <b>29</b>      | <b>474,906</b>     | <b>(121,647)</b>    | <b>(213,396)</b>     | <b>139,862</b>    | <b>71%</b> |
| <b>Fund: 39900-Mosquito Control District</b> |                    |                |                    |                     |                      |                   |            |
| <b>22000 Information Systems</b>             |                    |                |                    |                     |                      |                   |            |
| Operating Expenditures                       | 19,450             | -              | 19,450             | (3,371)             | (2,813)              | 13,266            | 32%        |
|  | 19,450             | -              | 19,450             | (3,371)             | (2,813)              | 13,266            | 32%        |
| <b>49900 Mosquito Control</b>                |                    |                |                    |                     |                      |                   |            |
| Salaries & Benefits                          | 1,428,300          | -              | 1,428,300          | (410,105)           | (717,732)            | 300,462           | 79%        |
| Operating Expenditures                       | 1,550,900          | 62             | 1,550,962          | (116,392)           | (142,156)            | 1,292,414         | 17%        |
| Capital                                      | 63,000             | -              | 63,000             | (375)               | (52,860)             | 9,765             | 85%        |
|  | 3,042,200          | 62             | 3,042,262          | (526,872)           | (912,748)            | 1,602,642         | 47%        |
| <b>Total Fund: 39900</b>                     | <b>3,061,650</b>   | <b>62</b>      | <b>3,061,712</b>   | <b>(530,243)</b>    | <b>(915,561)</b>     | <b>1,615,908</b>  | <b>47%</b> |
| <b>Fund: 60500-Airport Operating</b>         |                    |                |                    |                     |                      |                   |            |
| <b>22000 Information Systems</b>             |                    |                |                    |                     |                      |                   |            |
| Operating Expenditures                       | 24,600             | -              | 24,600             | (6,663)             | (14,295)             | 3,642             | 85%        |
|  | 24,600             | -              | 24,600             | (6,663)             | (14,295)             | 3,642             | 85%        |
| <b>90000 Airport</b>                         |                    |                |                    |                     |                      |                   |            |
| Salaries & Benefits                          | 1,250,143          | -              | 1,250,143          | (363,369)           | (716,705)            | 170,069           | 86%        |
| Operating Expenditures                       | 2,893,102          | 316            | 2,893,418          | (296,642)           | (1,048,233)          | 1,548,543         | 46%        |
| Capital                                      | 1,602,500          | -              | 1,602,500          | -                   | (32,854)             | 1,569,646         | 2%         |
| Transfers                                    | 1,711,000          | -              | 1,711,000          | -                   | (3,706)              | 1,707,294         | 0%         |
|  | 7,456,745          | 316            | 7,457,061          | (660,011)           | (1,801,499)          | 4,995,552         | 33%        |
| <b>Total Fund: 60500</b>                     | <b>7,481,345</b>   | <b>316</b>     | <b>7,481,661</b>   | <b>(666,674)</b>    | <b>(1,815,794)</b>   | <b>4,999,194</b>  | <b>33%</b> |
| <b>Report Total</b>                          | <b>243,220,630</b> | <b>145,725</b> | <b>243,366,355</b> | <b>(49,389,053)</b> | <b>(122,597,750)</b> | <b>71,379,553</b> | <b>71%</b> |



# Balance Sheet for Year 2025

as of 4/30/2025

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

| Account                       | Fund Groups   |                 |             |                  |             |
|-------------------------------|---------------|-----------------|-------------|------------------|-------------|
|                               | General Funds | Road and Bridge | Law Library | Mosquito Control | Airport     |
| <b>Assets</b>                 |               |                 |             |                  |             |
| Cash in Bank                  | (30,576,624)  | 18,252,190      | (146,851)   | 1,298,990        | (2,301,359) |
| Cash on Hand                  | 35,180        | 100             | 200         |                  | 100         |
| Investments                   | 122,410,045   | 35,683,690      | 134,423     | 440,958          |             |
| Accounts Receivable           | 12,476,350    | 5,720,929       | 244         | 297,704          | 323,971     |
| Inventory                     | 14,327        | 555,301         |             | 551,544          | 79,641      |
| Due To-From                   |               | (2,588)         |             |                  |             |
| Prepaid                       | 2,614,939     | 1,312           | (6)         | (289)            | 8,071       |
| Amt Provided/Gen LT Debt      |               |                 |             |                  | 2,144,967   |
| Non-current Assets            | 16,019,757    |                 |             |                  |             |
| AR-BC Toll Road Authority     | 67,322        |                 |             |                  |             |
| Capital Assets                | 10,144        |                 |             |                  | 12,435,599  |
|                               | 123,071,440   | 60,210,934      | (11,991)    | 2,588,907        | 12,690,989  |
| <b>Liabilities</b>            |               |                 |             |                  |             |
| Accounts Payable - Other      | (2,783,743)   | (1,062,367)     | (2,885)     | (8,334)          | (36,560)    |
| AP-State of Texas Court Costs | (810,051)     |                 |             |                  |             |
| AP-State of Texas Other Liab  | (134,055)     | (671)           | (35)        | (2)              | (8)         |
| AP-Governmental Entities      | (599)         |                 |             |                  |             |
| AP-Payroll Liabilities        | (5,235,452)   | (717,526)       | (3,936)     | (58,779)         | (56,113)    |
| AP Due to Others              | (922,193)     |                 |             |                  |             |
| Tax Office Liabilities        | (8,098,831)   |                 |             |                  |             |
| Due to Agency Groups          | (13,838,198)  | (10,084,303)    |             | (299,664)        | (68,032)    |
| Non Current Liabilities       |               |                 |             |                  | (837,510)   |
|                               | (31,823,123)  | (11,864,867)    | (6,856)     | (366,780)        | (998,223)   |
| <b>Fund Equity</b>            |               |                 |             |                  |             |
| Fund Balance                  | (4,566,200)   | (28,867,934)    | (52,935)    | (679,565)        | (9,995,542) |
| Unassigned Fund Balance       | (53,241,258)  |                 |             |                  |             |
|                               | (57,807,458)  | (28,867,934)    | (52,935)    | (679,565)        | (9,995,542) |

Note: The total receivable from Brazoria County Toll Road Authority is \$6,226,496.01. The current presentation of this report only includes the General Fund and Road & Bridge portions.





# Statement of Changes in Fund Balance

as of 4/30/2025

| Fund                                      | 03/31/2025             | Month Ending Apr 30, 2025 |                     |                     | 04/30/2025             |
|---|------------------------|---------------------------|---------------------|---------------------|------------------------|
|   | Unaudited Fund Balance | Receipts                  | Disbursements       | Transfers In/ (Out) | Unaudited Fund Balance |
| Fund 10000-General Fund                   | 96,666,519             | 9,397,482                 | (15,905,887)        | (14,251)            | 90,143,863             |
| Fund 10100-General Fund - Construction    | 105,085                | -                         | -                   | -                   | 105,085                |
| Fund 10200-Juv Prob Fees                  | 14,670                 | 32                        | (720)               | -                   | 13,983                 |
| Fund 10300-Unclaimed Juvenile Restitution | 11,569                 | -                         | -                   | -                   | 11,569                 |
| Fund 10340-Constable 4 Marine Team        | 45,367                 | 98                        | -                   | -                   | 45,464                 |
| Fund 10350-Sheriff Special Response Team  | 11,522                 | 25                        | -                   | -                   | 11,547                 |
| Fund 10351-Sheriff Drone Team             | (7,082)                | -                         | (3,056)             | -                   | (10,138)               |
| Fund 10352-Sheriff Marine Team            | (6,571)                | -                         | (152)               | -                   | (6,723)                |
| Fund 10353-Sheriff Dive Team              | (2,572)                | -                         | (197)               | -                   | (2,769)                |
| Fund 10400-Env Health-Retail Food Permits | (16,950)               | 10,050                    | (18,248)            | -                   | (25,149)               |
| Fund 10500-District Clerk Contingency     | 865,625                | 2,312                     | -                   | -                   | 867,937                |
| Fund 10600-Fire Training Field            | 14,119                 | 30                        | (65)                | -                   | 14,084                 |
| Fund 10700-Parks Special Events           | 26,530                 | 257                       | (302)               | -                   | 26,486                 |
| Fund 10710-Parks SFA Special Projects     | 10,690                 | 138                       | -                   | -                   | 10,828                 |
| Fund 10850-CPS-Donations                  | 40,397                 | 929                       | -                   | -                   | 41,326                 |
| <b>Total General Fund Group</b>           | <b>97,778,917</b>      | <b>9,411,353</b>          | <b>(15,928,627)</b> | <b>(14,251)</b>     | <b>91,247,392</b>      |
| Fund 20000-Road and Bridge Non-Construct  | 55,417,140             | 937,179                   | (2,252,326)         | -                   | 54,101,993             |
| Fund 20500-Road and Bridge Construction   | (5,006,961)            | 4                         | (748,969)           | -                   | (5,755,926)            |
| <b>Total Road and Bridge Funds</b>        | <b>50,410,179</b>      | <b>937,183</b>            | <b>(3,001,295)</b>  | <b>-</b>            | <b>48,346,067</b>      |
| Fund 39800-Law Library                    | (1,529)                | 24,108                    | (41,426)            | -                   | (18,847)               |
| Fund 39900-Mosquito Control District      | 2,400,819              | 22,344                    | (201,035)           | -                   | 2,222,127              |
| <b>Total Special Revenue Funds</b>        | <b>2,399,290</b>       | <b>46,452</b>             | <b>(242,461)</b>    | <b>-</b>            | <b>2,203,281</b>       |
| Fund 41000-2016 Limited Tax Rfd (2006 CO) | 1,174,259              | 10,726                    | -                   | -                   | 1,184,985              |
| Fund 42000-2021 Gen Oblig Rfd (2012 CO)   | 184,122                | 13,843                    | -                   | -                   | 197,965                |
| Fund 42100-2018 Cert of Oblig-I,S         | 595,939                | 5,821                     | -                   | -                   | 601,760                |
| Fund 42200-2021 CO-Courthouse Campus I,S  | 2,824,928              | 29,452                    | -                   | -                   | 2,854,380              |
| Fund 44000-Toll Road-SH288-I&S            | (93,748,104)           | 9,877                     | -                   | 276,000             | (93,462,228)           |
| Fund 44100-Toll Road-288EXT-I&S           | (30,543,580)           | -                         | -                   | 95,000              | (30,448,580)           |
| Fund 45000-Road Bonds-Mobility-I,S        | 2,666,698              | 24,311                    | -                   | -                   | 2,691,009              |
| <b>Total Debt Service Funds</b>           | <b>(116,845,739)</b>   | <b>94,030</b>             | <b>-</b>            | <b>371,000</b>      | <b>(116,380,709)</b>   |

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





# Statement of Changes in Fund Balance

as of 4/30/2025

|                               |                   |                   |                     |                |                   |
|-------------------------------|-------------------|-------------------|---------------------|----------------|-------------------|
| Fund 60500-Airport Operating  | 9,962,027         | 248,827           | (273,035)           | -              | 9,937,819         |
| <b>Total Enterprise Funds</b> | 9,962,027         | 248,827           | (273,035)           | -              | 9,937,819         |
| <hr/>                         |                   |                   |                     |                |                   |
| <b>Report Total</b>           | <b>43,704,673</b> | <b>10,737,845</b> | <b>(19,445,419)</b> | <b>356,749</b> | <b>35,353,849</b> |
| <hr/>                         |                   |                   |                     |                |                   |

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



# Transfers for Year 2025

as of 4/30/2025

| Fund Group                         | Transfers In   | Transfers Out  |
|------------------------------------|----------------|----------------|
| <b>Enterprise Funds</b>            |                |                |
| Airport Fund                       | -              | 3,706          |
| <b>Fiduciary, Trust and Agency</b> |                |                |
| Fiduciary Funds                    | 190,921        | 190,921        |
| <b>General Fund Group</b>          |                |                |
| General Fund                       | -              | 330,592        |
| <b>Special Revenue Funds</b>       |                |                |
| Federal Grants                     | 654,719        | -              |
| State Grants                       | 15,277         | -              |
| Airport State Grants               | 3,706          | -              |
| <b>Report Total</b>                | <b>864,623</b> | <b>525,220</b> |



# Debt Service Payment Schedules

Fiscal Year 2025

## Limited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.207 %

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

## Unlimited Tax Refunding Bonds, Series 2016

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

True Interest Cost: 2.376 %

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



# Debt Service Payment Schedules

Fiscal Year 2025

## Certificates of Obligation, Series 2018

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

True Interest Cost: 3.496 %

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

## Unlimited Tax Refunding Bonds, Series 2018

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

True Interest Cost: 2.648 %

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



# Debt Service Payment Schedules

Fiscal Year 2025

## Unlimited Tax Road Refunding Bonds, Series 2020

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

True Interest Cost: 1.721 %

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



# Debt Service Payment Schedules

Fiscal Year 2025

## Certificates of Obligation, Series 2021

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

True Interest Cost: 2.577 %

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



# Debt Service Payment Schedules

Fiscal Year 2025

## Limited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.360 %

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

## Unlimited Tax Refunding Bonds, Series 2021

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

True Interest Cost: 1.340 %

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.10.**

**5/27/2025**

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### Monthly Welfare Reports

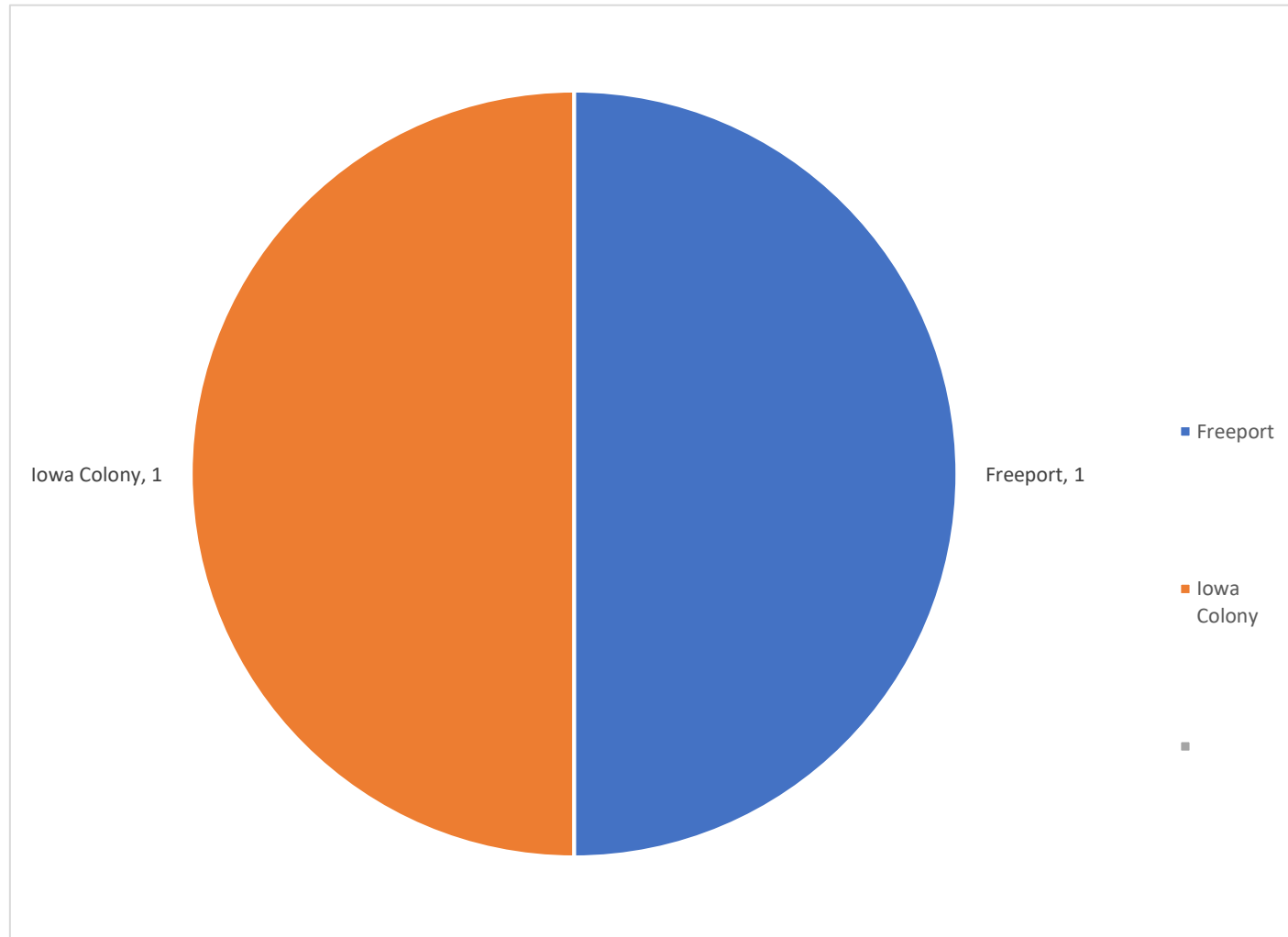
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Approve the Reliant Energy CARES, Cirro and Direct Energy Monthly Assistance Reports for the month of April 2025. This report shows the cities where Reliant and Cirro funds were utilized and the number of clients assisted in the month of April.



# CIRRO ENERGY GRANT ASSISTANCE REPORT

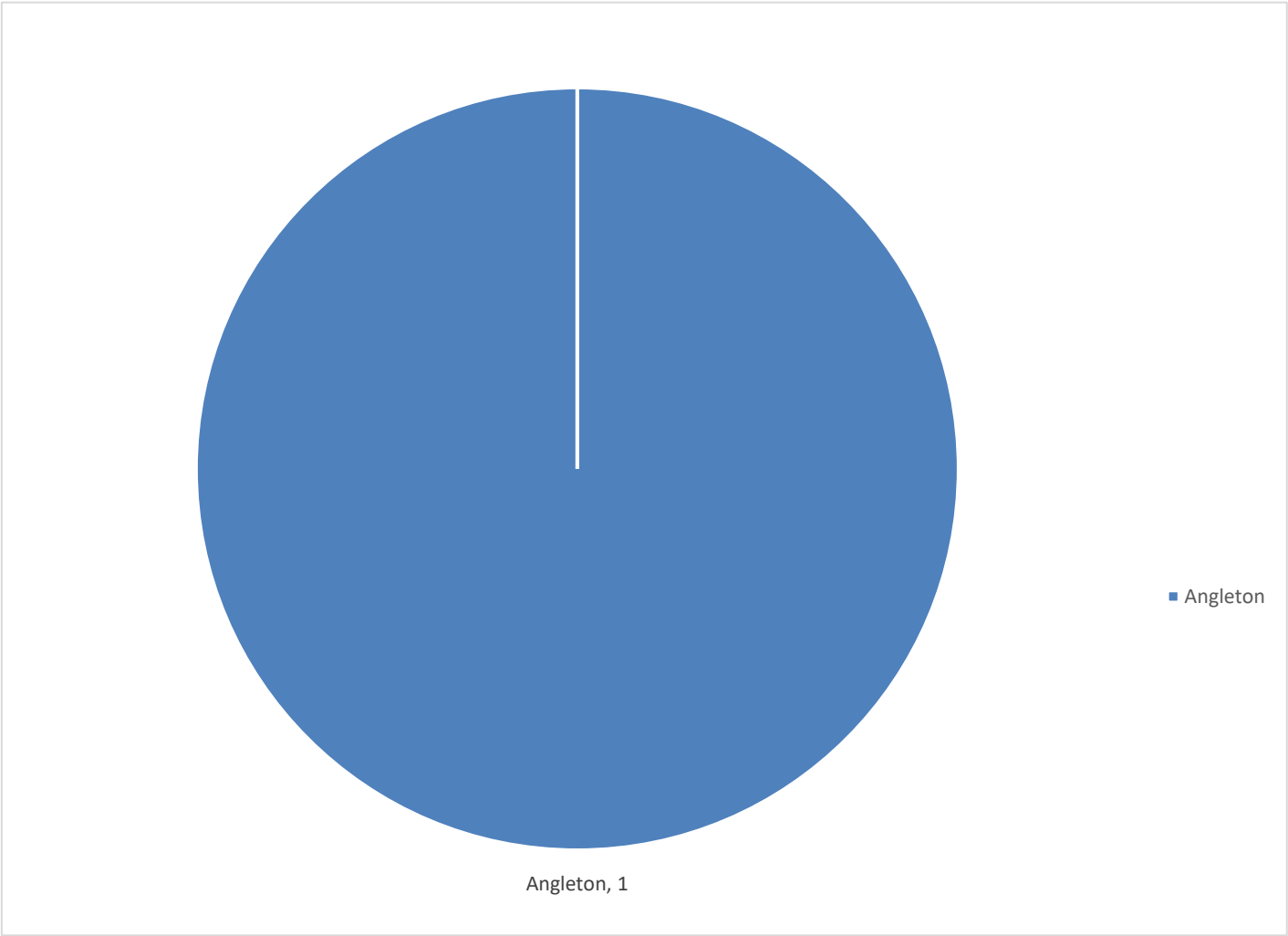
April 2025



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

**TOTAL CLIENTS SEEN: 2**

**DIRECT ENERGY N2N GRANT ASSISTANCE REPORT**  
**April 2025**

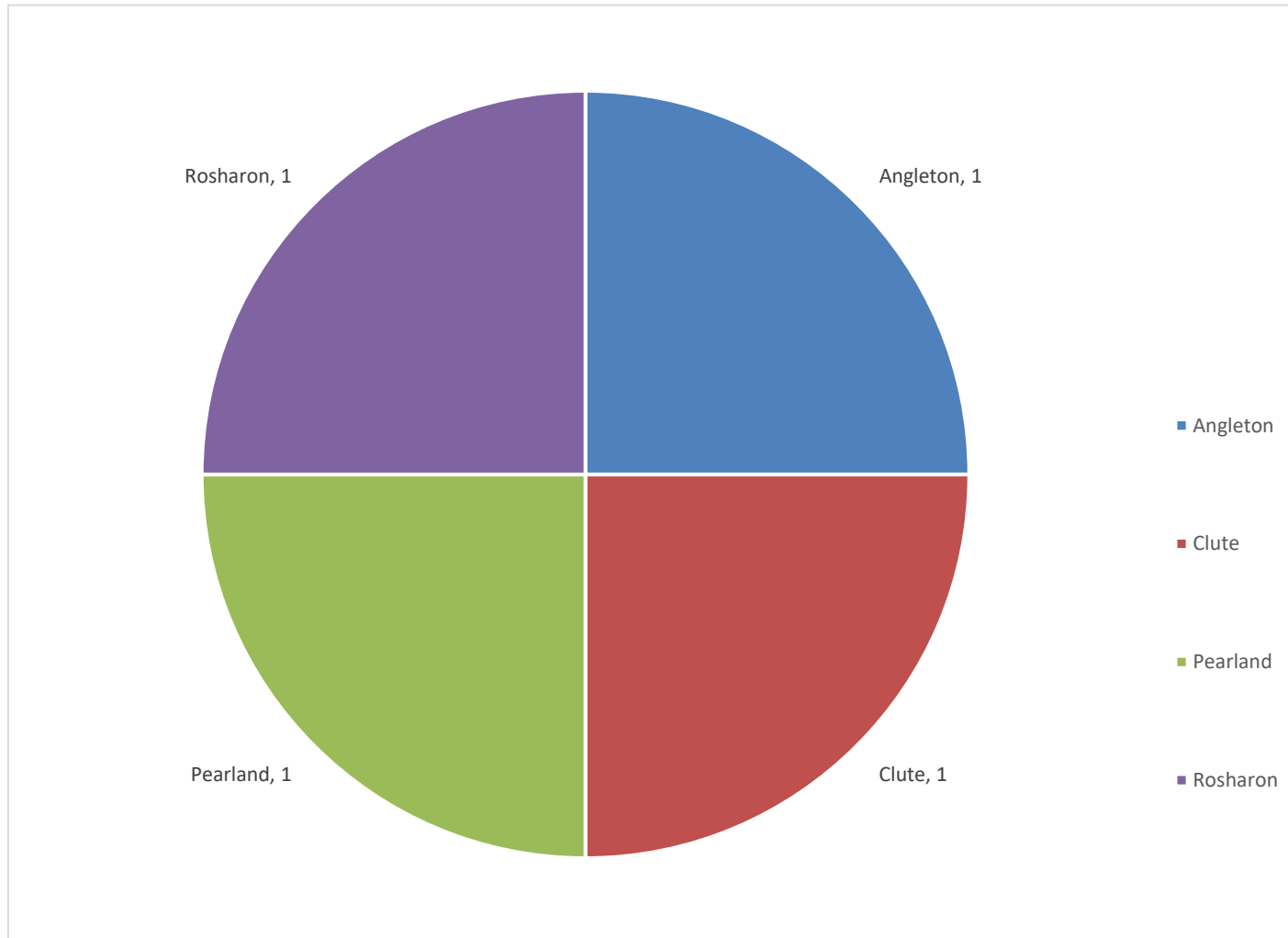


The above chart represents the number of clients from each City that were assisted in April 2025

**TOTAL CLIENTS SEEN: 1**

## RELIANT CARE GRANT ASSISTANCE REPORT

### APRIL 2025



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

**TOTAL CLIENTS SEEN: 6**



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.11.**

**5/27/2025**

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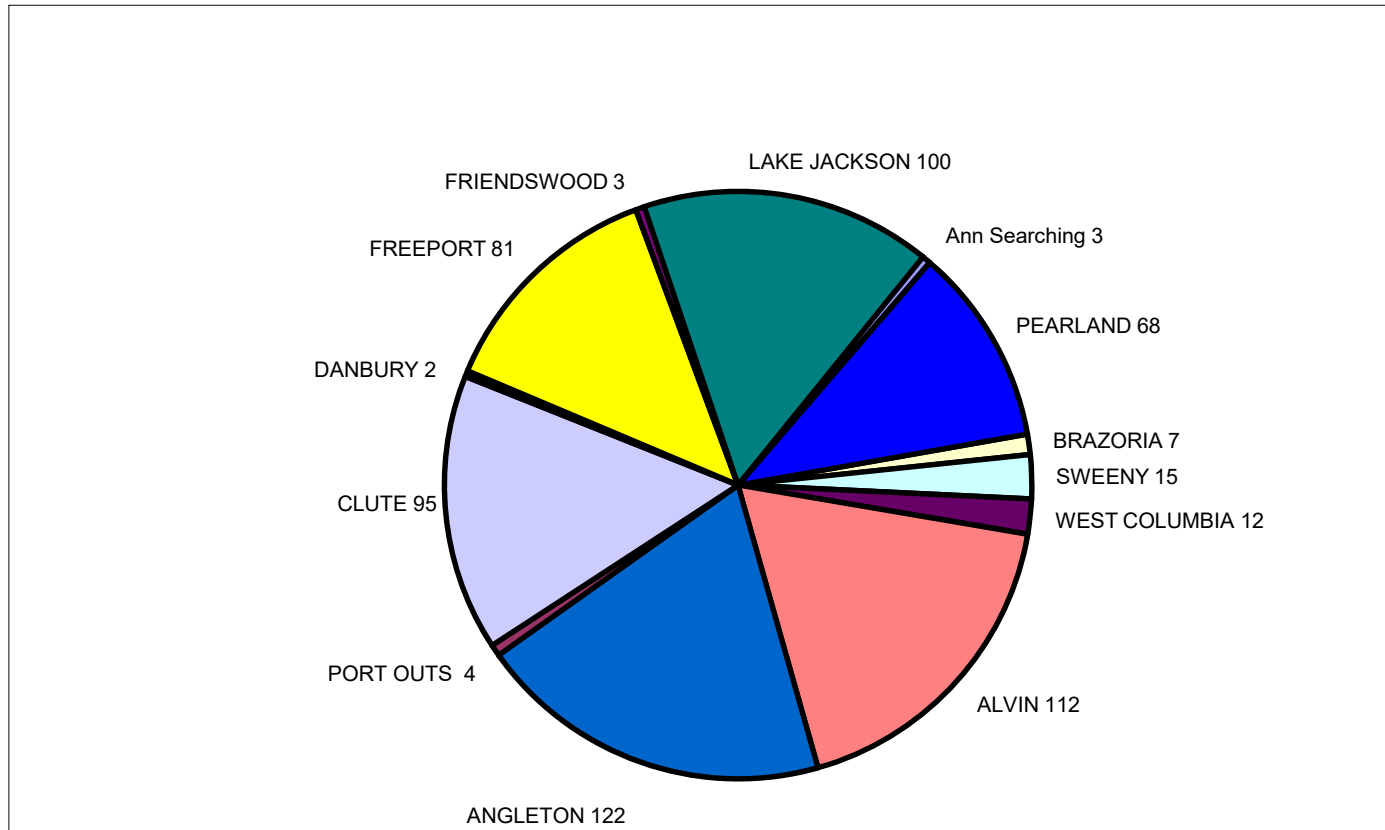
### Monthly Section 8 Reports

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

## ACTIVE SECTION 8 CLIENTS

April 2025



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

**TOTAL NUMBER OF TENANTS SERVED\* 618**

## CY 2024 Termination Report

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

## FY 2025 Termination Report

| Month     | Bedroom Size |    |   |   |   |   | TOTAL BY MONTH |
|-----------|--------------|----|---|---|---|---|----------------|
|           | 0            | 1  | 2 | 3 | 4 | 5 |                |
| October   |              | 1  | 1 |   |   |   | 2              |
| November  |              | 3  | 1 | 1 |   |   | 5              |
| December  |              | 4  | 2 | 1 |   |   | 7              |
| January   |              | 1  | 2 |   | 1 |   | 4              |
| February  |              | 5  |   | 1 |   |   | 6              |
| March     |              | 2  | 1 |   |   |   | 3              |
| April     |              | 2  |   | 1 |   |   | 3              |
| May       |              |    |   |   |   |   | 0              |
| June      |              |    |   |   |   |   | 0              |
| July      |              |    |   |   |   |   | 0              |
| August    |              |    |   |   |   |   | 0              |
| September |              |    |   |   |   |   | 0              |
|           | 0            | 18 | 7 | 4 | 1 | 0 | 30             |

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

| Month     | Scheduled | Failed | Passed | No show | Inconclusive | Move<br>Out/Damage | Reinspection |
|-----------|-----------|--------|--------|---------|--------------|--------------------|--------------|
| January   | 134       | 45     | 58     | 31      |              |                    | 45           |
| February  | 107       | 41     | 57     | 9       |              |                    | 37           |
| March     | 111       | 31     | 70     | 10      |              |                    | 39           |
| April     | 122       | 41     | 64     | 17      |              |                    | 28           |
| May       |           |        |        |         |              |                    |              |
| June      |           |        |        |         |              |                    |              |
| July      |           |        |        |         |              |                    |              |
| August    |           |        |        |         |              |                    |              |
| September |           |        |        |         |              |                    |              |
| October   |           |        |        |         |              |                    |              |
| November  |           |        |        |         |              |                    |              |
| December  |           |        |        |         |              |                    |              |

134  
107  
111  
122

## Quality Control Inspections

| Month     | Scheduled | Failed | Passed | No show | Inconclusive | Move<br>Out/Damage | Reinspection |
|-----------|-----------|--------|--------|---------|--------------|--------------------|--------------|
| January   | 20        | 1      | 10     | 9       |              |                    | 0            |
| February  | 14        | 2      | 11     | 1       |              |                    | 3            |
| March     | 6         | 0      | 6      | 0       |              |                    | 1            |
| April     | 0         | 0      | 0      | 0       |              |                    | 0            |
| May       |           |        |        |         |              |                    |              |
| June      |           |        |        |         |              |                    |              |
| July      |           |        |        |         |              |                    |              |
| August    |           |        |        |         |              |                    |              |
| September |           |        |        |         |              |                    |              |
| October   |           |        |        |         |              |                    |              |
| November  |           |        |        |         |              |                    |              |
| December  |           |        |        |         |              |                    |              |

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

## Lease Rate

### CY 2024

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

### FY 2025

| Month     | Total Units<br>Approved | Total Units<br>Leased | % Leased |
|-----------|-------------------------|-----------------------|----------|
| October   | 612                     | 578                   | 94.4%    |
| November  | 612                     | 580                   | 94.8%    |
| December  | 612                     | 566                   | 92.5%    |
| January   | 612                     | 553                   | 90.4%    |
| February  | 612                     | 557                   | 91.0%    |
| March     | 612                     | 563                   | 92.0%    |
| April     | 612                     | 554                   | 90.5%    |
| May       |                         |                       | #DIV/0!  |
| June      |                         |                       | #DIV/0!  |
| July      |                         |                       | #DIV/0!  |
| August    |                         |                       | #DIV/0!  |
| September |                         |                       | #DIV/0!  |
|           | 4284                    | 3951                  | 92.2%    |

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



**Program Utilization - Calendar Year 2024**

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

**Program Utilization - Fiscal Year 2025**

| MONTH         | REVENUE               | MISC     | HAP<br>INTEREST | REPAYMENTS        | HAP<br>PAYMENTS     | UA<br>PAYMENTS   | BALANCE             | UTILIZATION<br>PERCENTAGE | PORT-IN<br>RECEIPTS | PORT ADMIN<br>REVENUE | PORT-IN<br>HAP PYMTS | ADMIN<br>REVENUE    | ADMIN<br>EXPENSES |
|---------------|-----------------------|----------|-----------------|-------------------|---------------------|------------------|---------------------|---------------------------|---------------------|-----------------------|----------------------|---------------------|-------------------|
| October-24    | (430,071.00)          |          | -               | (868.00)          | 377,362.00          | 2,017.00         | (51,560.00)         | 88.0%                     | (14,993.00)         | (1,230.55)            | 17,297.00            | (51,840.00)         | 56,566.49         |
| November-24   | (401,889.00)          |          |                 | (1,041.50)        | 393,079.00          | 1,854.00         | (7,997.50)          | 98.0%                     | (21,010.00)         | (1,427.51)            | 19,742.00            | (52,315.00)         | 53,013.23         |
| December-24   | (394,754.00)          |          |                 | (882.50)          | 413,581.00          | 1,899.00         | 19,843.50           | 105.0%                    | (19,407.00)         | (1,549.61)            | 18,650.00            | (65,717.00)         | 52,325.59         |
| January-25    | (409,740.00)          |          |                 | (983.00)          | 384,406.00          | 2,452.00         | (23,865.00)         | 94.2%                     | (24,427.00)         | (1,884.47)            | 19,801.00            | (48,861.00)         | 49,523.41         |
| February-25   | (409,740.00)          |          |                 | (2,874.00)        | 394,465.00          | 1,742.00         | (16,407.00)         | 96.0%                     | (23,835.00)         | (1,770.66)            | 19,802.00            | (53,117.00)         | 65,292.78         |
| March-25      | (411,195.00)          |          |                 | (818.00)          | 402,868.00          | 2,051.00         | (7,094.00)          | 98.3%                     | (22,827.00)         | (1,758.21)            | 20,158.00            | (48,861.00)         | 76,310.00         |
| April-25      | (411,195.00)          |          |                 | (818.00)          | 3,980,853.00        | 1,901.00         | 3,570,741.00        | 966.7%                    | (18,563.96)         | (1,477.99)            | 22,827.00            | (48,861.00)         | 50,152.11         |
| May-25        |                       |          |                 |                   |                     |                  | -                   | #DIV/0!                   |                     |                       |                      |                     |                   |
| June-25       |                       |          |                 |                   |                     |                  | -                   | #DIV/0!                   |                     |                       |                      |                     |                   |
| July-25       |                       |          |                 |                   |                     |                  | -                   | #DIV/0!                   |                     |                       |                      |                     |                   |
| August-25     |                       |          |                 |                   |                     |                  | -                   | #DIV/0!                   |                     |                       |                      |                     |                   |
| September-25  |                       |          |                 |                   |                     |                  | -                   | #DIV/0!                   |                     |                       |                      |                     |                   |
| <b>TOTALS</b> | <b>(2,868,584.00)</b> | <b>-</b> | <b>-</b>        | <b>(8,285.00)</b> | <b>6,346,614.00</b> | <b>13,916.00</b> | <b>3,483,661.00</b> | <b>221.1%</b>             | <b>(145,062.96)</b> | <b>(11,099.00)</b>    | <b>138,277.00</b>    | <b>(369,572.00)</b> | <b>403,183.61</b> |
|               | (2,876,869.00)        |          |                 |                   | 6,360,530.00        |                  |                     |                           | (525,733.96)        |                       |                      |                     | 541,460.61        |

## Outgoing Ports

### CY 2024

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

### FY 2025

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

## Incoming Ports

### CY 2024

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

### FY 2025

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

## Hard to House Families

### CY 2024

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

### FY 2025

|           |   |
|-----------|---|
| October   | 8 |
| November  | 5 |
| December  | 4 |
| January   | 2 |
| February  | 3 |
| March     | 5 |
| April     | 3 |
| May       |   |
| 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.12.**

**5/27/2025**

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Public Facility Agreement Amendment with City of Oyster

---

Approve to amend the following project contracts to extend end dates through December 31, 2025:

- 2022 Oyster Creek Sewer Improvement project
- Volunteer Fire Department Generator

The city is receiving technical and project management assistance, therefore additional time is required to complete the projects.

Further, authorize the County Judge to sign the Amendment on behalf of Brazoria County.

**AMENDMENT TO PUBLIC FACILITIES AGREEMENT  
BETWEEN BRAZORIA COUNTY  
AND  
CITY OF OYSTER CREEK  
(2022 VFD Generator)**

**WHEREAS** on May 27, 2025, the Brazoria County Commissioner’s Court at its regular Commissioner’s Court meeting approved an amendment to the Public Facilities Agreement between “City of Oyster Creek” 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 31<sup>st</sup> day of December, 2025. 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       | 23 month         |
| Complete installation                                      | 12 months        |
| Final inspection & completion of Certificate of Completion | 1 <u>month</u>   |
| Total:   | <u>39 months</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: \_\_\_\_\_

**AMENDMENT TO PUBLIC FACILITIES AGREEMENT  
BETWEEN BRAZORIA COUNTY  
AND  
CITY OF OYSTER CREEK  
(2022 Sewer Improvements)**

**WHEREAS** on May 27, 2025, the Brazoria County Commissioner’s Court at its regular Commissioner’s Court meeting approved amendment to the Public Facilities Agreement between “City of Oyster Creek” 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 31<sup>st</sup> day of December, 2025. 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              | 23 month         |
| Complete construction   | 12 months        |
| Final inspection & completion of Certificate of Const. Completion | 1 <u>month</u>   |
| Total:  | <u>39 months</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.13.**

**5/27/2025**

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Second and Third Amendments of Medical Reserve Grant Agreement

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Commissioners Court authorizes the County Judge to execute the attached amendments to the Medical Reserve Grant Agreement authorized by Commissioners Court Order H.25 dated May 14, 2024, and amended by Commissioners Court Order H.15 dated October 8, 2024.



**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001409300014  
AMENDMENT NO. 2**

**THE DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”), and **BRAZORIA COUNTY** (“Grantee”), who are collectively referred to herein as the "Parties," to that certain Medical Reserve Corps Grant Contract effective April 23, 2024, and denominated DSHS Contract No. HHS001409300014 (the “Contract”), now desire to amend the Contract.

**WHEREAS**, the Parties desire to revise the Scope of Work, and amend **SECTION III, DURATION** of the Contract to include the option to extend to allow the Parties additional time to utilize their remaining funds.

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

1. **SECTION III, DURATION**, is hereby amended to add the following language:

Upon mutual written agreement, the Parties may extend this Contract for up to one (1) additional one-year (1-year) term.

2. **ATTACHMENT A** of the Contract, **SCOPE OF WORK FY24**, is deleted in its entirety and replaced with **ATTACHMENT A-1, REVISED SCOPE OF WORK (FY 2025)**, which is attached to this Amendment and incorporated into and made part of the Contract for all purposes, and all references to **ATTACHMENT A, SCOPE OF WORK FY24**, are replaced with **ATTACHMENT A-1, REVISED SCOPE OF WORK (FY 2025)**.
3. This Amendment No. 2 shall be effective as of the date last signed below.
4. Except as modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in effect.
5. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
SYSTEM AGENCY CONTRACT No. HHS001409300014**

**DEPARTMENT OF STATE HEALTH SERVICES    BRAZORIA COUNTY**

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

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

David Gruber  
Deputy Commissioner for RLHO

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

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

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

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

**ARTICLE 1. THE FOLLOWING ATTACHMENT IS ATTACHED AND INCORPORATED AS PART OF THE CONTRACT:**

**ATTACHMENT A-1    REVISED SCOPE OF WORK (FY 2025)**

## **ATTACHMENT A-1 REVISED STATEMENT OF WORK**

### **Background**

The Texas Department of State Health Services (DSHS), Center of Health Emergency Preparedness and Response (CHEPR) functions as the state coordinating body for the local Medical Reserve Corps Units (MRC) within the State of Texas. It is the responsibility of the State MRC Coordinator position to assist Units in building capacity and capability to help their respective communities be prepared for, respond to, and recover from disasters. Day-to-day, this takes the form of providing technical assistance, designing tools and resources, providing training opportunities and supporting exercise efforts. DSHS CHEPR also functions as the administrator and trainer for the Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP) volunteer management system, the Texas Disaster Volunteer Registry (TDVR).

Gaps in our volunteer management processes have been noted during the COVID-19 response and many other previous responses. The agency seeks to utilize funding to strengthen our MRC capacity and capability both on the state and local level. On the state level, funding would be used for a number of enhancements to the TDVR system. These enhancements will allow for an easier and more efficient volunteer registration and management process. The proposed enhancements have been discussed with the MRC Units and are supported. For the local MRC Units themselves, sub-contracts would be established to provide funding to support staffing, training, recruitment, and community outreach efforts.

### **I. GRANTEE RESPONSIBILITIES**

Grantee shall perform activities in Brazoria County in support of the Medical Reserve Corps (MRC) - State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards as outlined within this Statement of Work.

Grantee may:

- A. Utilize Contract funding to either supplement current Medical Reserve Corps (MRC) staff salary, hire contract staff, hire part-time staff, or hire temporary staff.
- B. Utilize Contract funding for supplies and equipment to support trainings, exercises, or incident responses related to the MRC Unit.
- C. Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- D. Track all activities related to volunteer recruitment and community outreach efforts and report into the MRC national reporting website (<https://mrc.hhs.gov/login>) on a monthly basis. Community outreach efforts shall be defined as meetings or trainings with

## **ATTACHMENT A-1 REVISED STATEMENT OF WORK**

community or faith-based partners, presentations to organizations or the community, or attendance at community events.

- E. Develop new relationships with community and faith-based partners for volunteer recruitment efforts and community preparedness outreach and education; document all meetings, trainings, and events attended into the MRC national reporting website on a monthly basis.
- F. Share best practices recognized from recruitment and community outreach activities as requested by DSHS [TDVR@dshs.texas.gov](mailto:TDVR@dshs.texas.gov) .
- G. Train new staff hired under this Contract in reporting into the MRC national reporting website and ensure all MRC activities are logged on a monthly basis.
- H. Have MRC staff (and any designees) attend a training for the new version of the Texas Disaster Volunteer Registry (TDVR).
- I. In coordination with DSHS, provide training to MRC Unit volunteers on the new version of TDVR.

## **II. REPORTING REQUIREMENTS**

Grantee shall:

- A. Complete and submit programmatic reports as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee shall provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- B. Grantee shall submit a Financial Status Report (FSR) in accordance with the due dates and submission methods. The first FSR (Upon execution, through December 31, 2023) is due by January 31, 2024. The second FSR (for the period January 1, 2024, through June 30, 2024) is due by July 31, 2024. The third FSR (for the period July 1, 2024, through December 31, 2024) is due January 31, 2025. The fourth FSR (for the period January 1, 2025, through May 30, 2025) is due by June 30, 2025. The fifth FSR (July 1, 2025, through December 31, 2025) is due by January 31, 2026. The sixth FSR (January 1, 2026 through May 30, 2026) is due by June 30, 2026.

## **ATTACHMENT A-1 REVISED STATEMENT OF WORK**

C. All reporting documents must be submitted according to the due dates and submission method(s) outlined in Performance Measures below. If System Agency determines Grantee needs to submit reports by mail or fax, Grantee shall 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  
Austin, TX 78714-9347

2. For submission by fax, use number below:

(512) 458-7442

D. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Contract.

### **III. RULES**

- A. Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
- a. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
  - b. Texas Health and Safety Code Chapter 81; and
  - c. Section 319C-1 of the Public Health Service (PHS) Act (42 USC § 247d-3a), as amended.

### **IV. PERFORMANCE MEASURES**

- A. System Agency will monitor the Grantee’s performance of the requirements in this Attachment A-1 and compliance with the Contract’s terms and conditions.

**ATTACHMENT A-1**  
**REVISED STATEMENT OF WORK**

**V. REPORTING REQUIREMENTS**

- A. Contractors will need to provide data and information (template to be provided) for quarterly progress reports to DSHS on the following dates:
- B.

| Reports                    | Deadline  | Responsible Parties |
|----------------------------|---|---------------------|
| Quarterly Progress Reports | September 23, 2023<br>December 22, 2023<br>March 25, 2024<br>June 24, 2024<br>September 23, 2024<br>December 23, 2024<br>March 24, 2025<br>June 23, 2025<br>June 26, 2026 | Contractor          |

- C. System Agency may waive quarterly progress reports when all funds have been spent and all activities reported.
- D. System Agency will monitor the Grantee’s performance of the requirements in this Statement of Work and compliance with the Contract’s terms and conditions.

**VI. INVOICE AND PAYMENT**

- A. Grantee shall request payments using the State of Texas Purchase Voucher (Form B-13). Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail. Grantee will be reimbursed on a monthly basis in accordance with the budget under this contract. Reimbursement is subject to the submission of the required Form B-13 and appropriate supporting documentation, and in accordance with applicable

## ATTACHMENT A-1 REVISED STATEMENT OF WORK

law and governing regulations. Grantee must submit a final close-out invoice at the end of each contract fiscal term. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment.

At a minimum, 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 which is required by this Statement of Work or as requested by System Agency.

B. Grantee shall submit Form B-13 and supporting documentation to DSHS by e-mail, fax, or mail.

1. If by email, Grantee shall submit to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), and a copy to the DSHS Contract Representative.
2. If by fax, Grantee shall submit to (512) 458-7442.
3. If by mail, Grantee shall submit to:  
Department of State Health Services  
Claims Processing Unit  
P.O. Box 149347  
Austin, TX 78714-9347

C. System Agency will pay Grantee monthly on a cost reimbursement basis. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

D. Grantee shall submit a Financial Status Report (FSR) twice per year in accordance with Table 2: FSR Reporting Schedule. Grantee shall submit the FSR by: (1) email to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov), with a copy to the DSHS Contract Representative; (2) fax to (512) 458-7442; or by mail to Department of State Health Services, Claims Processing Unit, P.O. Box 149347, Austin, TX 78714-9347.

## ATTACHMENT A-1 REVISED STATEMENT OF WORK

**Table 2: FSR Reporting Schedule**

| <b>FY<br/>Year</b> | <b>1<sup>ST</sup> FSR Period</b>           | <b>1<sup>ST</sup> FSR Due<br/>Date</b> | <b>2<sup>nd</sup> FSR Period</b>             | <b>2<sup>nd</sup> FSR Due<br/>Date</b> |
|--------------------|--|--|--|--|
| 2024               | Contract execution-<br>December 31, 2023   | January 31,<br>2024                    | January 1, 2024,<br>through June 30,<br>2024 | July 31, 2024                          |
| 2025               | July 1, 2024, through<br>December 31, 2024 | January 31,<br>2025                    | January 1, 2025 –<br>May 30, 2025            | June 30, 2025                          |
| 2026               | July 1, 2025, through<br>December 31, 2025 | January 31,<br>2026                    | January 1, 2026 –<br>May 30, 2026            | June 30, 2026                          |



## Certificate Of Completion

Envelope Id: 69FA2968-4737-4BAB-B495-5958FA20EE80

Status: Sent

Subject: HHS001409300014; Brazoria County; MRC/ASPR STTRONG; A.2

Source Envelope:

Document Pages: 8

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: 167.137.1.15

## Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

5/15/2025 3:16:28 PM

CMS.InternalRouting@dshs.texas.gov

## Signer Events

### Signature

### Timestamp

L.M. "Matt" Sebesta, JR.

Sent: 5/15/2025 3:21:17 PM

MattS@brazoria-county.com

Brazoria County Health Department

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jonah Wilczynski

jonah.wilczynski@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Patricia 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   |
|---|------------------|---|
| <p>Andrew Heston<br/>aheston@brazoriacountytx.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | COPIED           | <p>Sent: 5/15/2025 3:21:18 PM<br/>Viewed: 5/16/2025 10:02:28 AM</p> |
| <p>Steve Rosa<br/>SteveRosa@brazoriacounty.tx.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p> | COPIED           | <p>Sent: 5/15/2025 3:21:17 PM</p>                                   |
| <p>CMS Inbox<br/>cmucontracts@dshs.texas.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>      |                  |   |
| <p>Sam. Brandon<br/>sam.brandon@dshs.texas.gov<br/>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b><br/>Not Offered via DocuSign</p>    |                  |   |
| Witness Events  | Signature        | Timestamp   |
| Notary Events   | Signature        | Timestamp   |
| Envelope Summary Events   | Status           | Timestamps  |
| Envelope Sent   | Hashed/Encrypted | 5/15/2025 3:21:18 PM  |
| Payment Events  | Status           | Timestamps  |



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.25.**

**5/14/2024**

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Medical Reserve Grant Agreement

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WHEREAS, The Brazoria County Commissioners Court finds it in the best interest of the citizens of Brazoria County, that Medical Reserve Corps Grant Program funding be accepted to provide funding to develop training procedures for shower trailers.

NOW THEREFORE, BE IT RESOLVED that the Brazoria County Commissioners Court approves the attached Department of State Health Services Grant Agreement, Contract No. HHS001409300014 under the Medical Reserve Corps Grant Program. The County Judge is authorized to execute all documents necessary for this agreement pending final review by the Brazoria County District Attorney's Office.

**DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT,  
CONTRACT NO. HHS001409300014  
UNDER THE  
MEDICAL RESERVE CORPS GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the **DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”), a pass-through entity, and **BRAZORIA COUNTY** (“Grantee”), having its principal office at 237 E. Locust St. Ste 403, Angleton, Texas 77515 (each a “Party” and collectively the “Parties”).

**I. PURPOSE**

The purpose of this Grant Agreement is to assist Medical Reserve Corps Units in building capacity and capability to help their respective communities be prepared for, respond to, and recover from disasters. Day-to-day, this takes the form of providing technical assistance, designing tools and resources, providing training opportunities and supporting exercise efforts.

**II. LEGAL AUTHORITY**

This contract is part of a cooperative agreement which falls under The Administration for Strategic Preparedness and Response (ASPR)/Department of Health and Human Services (HHS), Texas Health and Safety Code Chapter 81, and Texas Government Code Chapter 418. This Cooperative Agreement is issued per sections 311(c) and 2813 of the Public Health Service (PHS) Act (42 U.S.C. Sec. 243c and 300hh– 15).

**III. DURATION**

This Grant Agreement is effective on the signature date of the latter of the Parties to sign this agreement and terminates on May 30, 2025, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

**IV. STATEMENT OF WORK**

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

**V. BUDGET AND INDIRECT COST RATE**

The total amount of this Grant Agreement will not exceed **FORTY SEVEN THOUSAND TWO HUNDRED FORTY TWO DOLLARS (\$47,242)**. Grantee is not required to provide matching funds.

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

Total Federal Funds: \$47,242

Total State Funds: \$0

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, BUDGET**.

## **VI. CONTRACT REPRESENTATIVES**

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

### **System Agency**

Jennifer Silva  
Department of State Health Services  
1100 W. 49<sup>th</sup> Street, MC 1990  
Austin, Texas 78756  
Jennifer.Silva@dshs.texas.gov

### **Grantee**

Steve Rosa  
Brazoria County Office of Emergency  
Management  
520 N. Front St.  
Angleton, Texas 77515  
SteveRosa@brazoriacountytx.gov

## **VII. NOTICE REQUIREMENTS**

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

Department of State Health Services  
Attention: General Counsel  
1100 W. 49<sup>th</sup> Street, Mail Code 1919  
Austin, Texas 78756

### ***with a copy to:***

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

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

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

- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## **VIII. FEDERAL AWARD INFORMATION**

**GRANTEE'S UNIQUE ENTITY IDENTIFIER IS: N1GLHP8EWH9**

**Federal funding under this Grant Agreement is a subaward under the following federal award.**

**Federal Award Identification Number (FAIN):** U3REP230710

- Assistance Listings Title, Number, and Dollar Amount:
- Medical Reserve Corps Small Grant Program - 93.008 - \$1,500,000

- A. Federal Award Date: 06/01/2023
- B. Federal Award Period: 06/01/2023 – 05/30/2025
- C. Name of Federal Awarding Agency: U.S. Department of Health and Human Services, Administration for Strategic Preparedness and Response
- D. Federal Award Project Description: Perform activities in support of the Medical Reserve Corps (MRC) - State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards as outlined within the Statement of Work.
- E. Awarding Official Contact Information: Stacey Dawkins, [stacy.dawkins@hhs.gov](mailto:stacy.dawkins@hhs.gov)
- F. Total Amount of Federal Funds Awarded to System Agency: \$1,500,000
- G. Amount of Funds Awarded to Grantee: \$47,242
- H. Identification of Whether the Award is for Research and Development: No

## **IX. CONTRACT DOCUMENTS**

**The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes.**

Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents.

**ATTACHMENT A – STATEMENT OF WORK**  
**ATTACHMENT B – BUDGET**  
**ATTACHMENT C – CONTRACT AFFIRMATIONS**  
**ATTACHMENT D – UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.3**  
**ATTACHMENT E – FEDERAL ASSURANCES**  
**ATTACHMENT F – CERTIFICATION REGARDING LOBBYING**  
**ATTACHMENT G – FFATA CERTIFICATION FORM**

**X. REVISIONS TO ATTACHMENT D: HHS UNIFORM TERMS AND CONDITIONS—GRANT VERSION 3.3 (NOVEMBER 2023)**

1. **ARTICLE X (“INDEMNITY”)** in **ATTACHMENT D: HHS UNIFORM TERMS AND CONDITIONS—GRANT VERSION 3.3 (NOVEMBER 2023)** is hereby revised to add the following sentence at the beginning of the Article, immediately before Section 10.1:

“This Article is only applicable to the extent permitted by Texas law and the Texas Constitution.”

The remainder of the Article remains unchanged.

2. **SECTION 11.5 (“INSURANCE AND BONDS”)** in **ATTACHMENT D: HHS UNIFORM TERMS AND CONDITIONS—GRANT VERSION 3.3 (NOVEMBER 2023)** is hereby revised to add the following sentence at the end of the Section:

“Nothing in this Contract should be construed to limit Grantee’s right to self-insure in accordance with Texas Government Code Chapter 2259.”

**XI. SIGNATURE AUTHORITY**

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

**SIGNATURE PAGE FOLLOWS**

SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT,  
CONTRACT NO. HHS001409300014

DEPARTMENT OF STATE HEALTH  
SERVICES

BRAZORIA COUNTY

DocuSigned by:  
*Barbara Klein*  
A1CAB984E021413...  
Signature

DocuSigned by:  
*L. M. "Matt" Sebesta, Jr.*  
18A570FD0AAB4C0...  
Signature

Printed Name: Barbara Klein

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

Title: Senior Compliance and Accountability Official

Title: Brazoria County Judge

Date of Execution: May 15, 2024

Date of Execution: May 15, 2024



## **ATTACHMENT A STATEMENT OF WORK**

### **Background**

The Texas Department of State Health Services (DSHS), Center of Health Emergency Preparedness and Response (CHEPR) functions as the state coordinating body for the local Medical Reserve Corps Units within the State of Texas. It is the responsibility of the State MRC Coordinator position to assist Units in building capacity and capability to help their respective communities be prepared for, respond to, and recover from disasters. Day-to-day, this takes the form of providing technical assistance, designing tools and resources, providing training opportunities and supporting exercise efforts. DSHS CHEPR also functions as the administrator and trainer for the ESAR-VHP volunteer management system, the Texas Disaster Volunteer Registry (TDVR).

Gaps in our volunteer management processes have been noted during the COVID-19 response and many other previous responses. The agency seeks to utilize funding to strengthen our MRC capacity and capability both on the state and local level. On the state level, funding would be used for a number of enhancements to the TDVR system. These enhancements will allow for an easier and more efficient volunteer registration and management process. The proposed enhancements have been discussed with the MRC Units and are supported. For the local MRC Units themselves, sub-contracts would be established to provide funding to support staffing, training, recruitment, and community outreach efforts.

### **I. GRANTEE RESPONSIBILITIES**

Grantee shall perform activities in Brazoria County in support of the Medical Reserve Corps (MRC) - State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG) Awards as outlined within this Statement of Work.

Grantee may:

- A. Utilize Contract funding to either supplement current Medical Reserve Corps (MRC) staff salary, hire contract staff, hire part-time staff, or hire temporary staff.
- B. Utilize Contract funding for supplies and equipment to support trainings, exercises, or incident responses related to the MRC Unit.
- C. Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- D. Track all activities related to volunteer recruitment and community outreach efforts and report into the MRC national reporting website (<https://mrc.hhs.gov/login>) on a monthly basis. Community outreach efforts shall be defined as meetings or trainings with

## **ATTACHMENT A STATEMENT OF WORK**

community or faith-based partners, presentations to organizations or the community, or attendance at community events.

- E. Develop new relationships with community and faith-based partners for volunteer recruitment efforts and community preparedness outreach and education; document all meetings, trainings, and events attended into the MRC national reporting website on a monthly basis.
- F. Share best practices recognized from recruitment and community outreach activities as requested by DSHS [TDVR@dshs.texas.gov](mailto:TDVR@dshs.texas.gov) .
- G. Train new staff hired under this Contract in reporting into the MRC national reporting website and ensure all MRC activities are logged on a monthly basis.
- H. Have MRC staff (and any designees) attend a training for the new version of the Texas Disaster Volunteer Registry (TDVR).
- I. In coordination with DSHS, provide training to MRC Unit volunteers on the new version of TDVR.
- J. Utilize funding from this Contract to support travel to a statewide MRC workshop (date and location TBD from DSHS program staff).

## **II. REPORTING REQUIREMENTS**

Grantee shall:

- A. Complete and submit programmatic reports as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee shall provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- B. Grantee shall submit a Financial Status Report (FSR) in accordance with the due dates and submission methods. The first FSR (Upon execution, through December 31, 2023) is due by January 31, 2024. The second FSR (for the period January 1, 2024, through June 30, 2024) is due by July 31, 2024. The third FSR (for the period July 1, 2024, through December 31, 2024) is due January 31, 2025. The fourth FSR (for the period January 1, 2025, through May 30, 2025) is due by July 15, 2025.

## ATTACHMENT A STATEMENT OF WORK

C. All reporting documents must be submitted according to the due dates and submission method(s) outlined in Attachment C, FY2024 Requirement Schedule. If System Agency determines Grantee needs to submit reports by mail or fax, Grantee shall 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  
Austin, TX 78714-9347

2. For submission by fax, use number below:

(512) 458-7442

D. Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Contract.

### III. RULES

- A. Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
- a. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
  - b. Texas Health and Safety Code Chapter 81; and
  - c. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

### IV. PERFORMANCE MEASURES

- A. Contractors will need to provide data and information (template to be provided) for quarterly progress reports to DSHS on the following dates:

| Reports                    | Deadline   | Responsible Parties |
|----------------------------|--|---------------------|
| Quarterly Progress Reports | September 23, 2023<br>December 22, 2023<br>March 25, 2024<br>June 24, 2024<br>September 23, 2024<br>December 23, 2024<br>March 24, 2025<br>June 23, 2025 | Contractor          |

## ATTACHMENT A STATEMENT OF WORK

- B. System Agency may waive quarterly progress reports when all funds have been spent and all activities reported.
- C. System Agency will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

### V. INVOICE AND PAYMENT

- A. Grantee shall request payments using the State of Texas Purchase Voucher (Form B-13). Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail. Grantee will be reimbursed on a monthly basis in accordance with the budget under this contract. Reimbursement is subject to the submission of the required Form B-13 and appropriate supporting documentation, and in accordance with applicable law and governing regulations.

At a minimum, 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 which is required by this Statement of Work or as requested by System Agency.
- B. Grantee shall submit Form B-13 and supporting documentation to DSHS by e-mail, fax, or mail.
    - 1. If by email, Grantee shall submit to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), and a copy to the DSHS Contract Representative.
    - 2. If by fax, Grantee shall submit to (512) 458-7442.
    - 3. If by mail, Grantee shall submit to:  
Department of State Health Services  
Claims Processing Unit  
P.O. Box 149347  
Austin, TX 78714-9347

## ATTACHMENT A STATEMENT OF WORK

- C. System Agency will pay Grantee monthly on a cost reimbursement basis. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the grant term.
- D. Grantee shall submit a Financial Status Report (FSR) twice per year in accordance with Table 2: FSR Reporting Schedule. Grantee shall submit the FSR by: (1) email to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov), [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov), with a copy to the DSHS Contract Representative; (2) fax to (512) 458-7442; or by mail to Department of State Health Services, Claims Processing Unit, P.O. Box 149347, Austin, TX 78714-9347.

**Table 2: FSR Reporting Schedule**

| <b>FY Year</b> | <b>1<sup>ST</sup> FSR Period</b>        | <b>1<sup>ST</sup> FSR Due Date</b> | <b>2<sup>nd</sup> FSR Period</b>       | <b>2<sup>nd</sup> FSR Due Date</b> |
|----------------|---|------------------------------------|--|------------------------------------|
| 2024           | Contract execution-December 31, 2023    | January 31, 2024                   | January 1, 2024, through June 30, 2024 | July 31, 2024                      |
| 2025           | July 1, 2024, through December 31, 2024 | January 31, 2025                   | January 1, 2025 – May 30, 2025         | July 15, 2025                      |

## ATTACHMENT B

### BUDGET FY24

| <b>BUDGET CATEGORIES</b>                           | <b>DSHS FUNDING</b> |
|--|---------------------|
| Personnel  | \$0.00              |
| Fringe Benefits                                    | \$0.00              |
| Travel   | \$0.00              |
| Equipment  | \$0.00              |
| Supplies   | \$0.00              |
| Contractual  | \$47,242.00         |
| Other  | \$0.00              |
| <b>Sum of DSHS Direct Costs</b>                    | <b>\$47,242.00</b>  |
| Indirect Costs                                     | \$0.00              |
| <b>Sum of DSHS Direct Costs and Indirect Costs</b> | <b>\$47,242.00</b>  |
| Plus Required Match (Cash or In-Kind)              | \$0.00              |
| <b>Total Contract Amount</b>                       | <b>\$47,242.00</b>  |

**HEALTH AND HUMAN SERVICES**  
**Contract Number HHS001409300014**  
**Attachment C CONTRACT AFFIRMATIONS**

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

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

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

2. **Complete and Accurate Information**

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

3. **Public Information Act**

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

4. **Contracting Information Requirements**

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

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

**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(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

**38. Funding Eligibility**

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



**39. 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.

**40. 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.

**41. Entities that Boycott Energy Companies**

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 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 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.

**42. 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.

**43. 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.

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

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

**45. Office of Inspector General Investigative Findings Expert Review**

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

**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 2274.0102(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 2274.0102, 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 2274.0103, 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 113.002 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 113.001 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 113.001 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. 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.

**52. 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.

**53. 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.

**54. Equal Employment Opportunity**

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

**55. 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).

**56. 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 Office of Emergency Management

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

NA

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

DocuSigned by:

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

18A570FD0AAB4C0...

**Signature of Authorized Representative**

May 15, 2024

**Date Signed**

L. M. "Matt" Sebesta, Jr.

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

Brazoria County Judge

**Title of Authorized Representative**

237 East Locust Street, Suite 401

**Physical Street Address**

Angleton, Texas, 77515

**City, State, Zip Code**

Same

Same

**Mailing Address, if different****City, State, Zip Code**

979-864-1200

979-864-1239

**Phone Number****Fax Number**

matts@brazoriacountytx.gov

040341430

**Email Address****DUNS Number**

74-6000044

17460000445

**Federal Employer Identification Number****Texas Identification Number (TIN)**

17460000445

17460000445

**Texas Franchise Tax Number****Texas Secretary of State Filing  
Number**

N1GLHP8EWH9 Exp: 2-5-25

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



# TEXAS

## Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

## **ABOUT THIS DOCUMENT**

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

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.1 DEFINITIONS

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

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

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

“[Deliverables](#)” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“[DSHS](#)” means the Department of State Health Services.

“[Effective Date](#)” means the date on which the Grant Agreement takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“[HHSC](#)” means the Texas Health and Human Services Commission.

“[Health and Human Services](#)” or “[HHS](#)” includes HHSC and DSHS.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

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

“[Parties](#)” means the System Agency and Grantee, collectively.

“[Party](#)” means either the System Agency or Grantee, individually.

“[Project](#)” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“[Signature Document](#)” means the document executed by all Parties for this Grant Agreement.

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

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

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“[Statement of Work](#)” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.

“[System Agency](#)” means HHSC or DSHS, as applicable.

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

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

## 1.2 INTERPRETIVE PROVISIONS

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

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
  - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
  - ii. Shall not contest the interpretation by the System Agency of such provision(s).
 No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

## ARTICLE II. PAYMENT PROVISIONS

### 2.1 PROMPT PAYMENT

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

### 2.2 TAXES

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

### 2.3 ANCILLARY AND TRAVEL EXPENSES

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

## **2.4 BILLING**

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

## **2.5 USE OF FUNDS**

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

## **2.6 USE FOR MATCH PROHIBITED**

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

## **2.7 PROGRAM INCOME**

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

## **2.8 NONSUPPLANTING**

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

## **2.9 INDIRECT COST RATES**

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

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.1 EXCESS OBLIGATIONS PROHIBITED**

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

### **3.2 NO DEBT AGAINST THE STATE**

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

### **3.3 DEBTS AND DELINQUENCIES**

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

### **3.4 REFUNDS AND OVERPAYMENTS**

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

## **ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS**

### **4.1 ALLOWABLE COSTS**

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



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

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

## 4.2 AUDITS AND FINANCIAL STATEMENTS

### A. Audits

- i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.

### B. Financial Statements.

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

## 4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

### A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

**B. Financial Statements.**

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
- ii. Email to: [single\\_audit\\_report@hhsc.state.tx.us](mailto:single_audit_report@hhsc.state.tx.us).

## **ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.1 WARRANTY**

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

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

### **5.2 GENERAL AFFIRMATIONS**

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

### **5.3 FEDERAL ASSURANCES**

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

### **5.4 FEDERAL CERTIFICATIONS**

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

### **5.5 STATE ASSURANCES**

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

## ARTICLE VI. INTELLECTUAL PROPERTY

### 6.1 OWNERSHIP OF WORK PRODUCT

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

### 6.2 GRANTEE'S PRE-EXISTING WORKS

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



### 6.3 THIRD PARTY IP

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

### 6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

### 6.5 DELIVERY UPON TERMINATION OR EXPIRATION

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

### 6.6 SURVIVAL

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

### 6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to

System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.

- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

## **ARTICLE VII. PROPERTY**

### **7.1 USE OF STATE PROPERTY**

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

### **7.2 DAMAGE TO STATE PROPERTY**

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

### **7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT**

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

## 7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved 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 previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: 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.
- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

## ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

### 8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

## 8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

## 8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

- C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

#### **8.4 STATE AUDITOR'S RIGHT TO AUDIT**

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

#### **8.5 CONFIDENTIALITY**

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

### **ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES**

#### **9.1 REMEDIES**

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



- obtained;
- ix. withholding release of new grant agreements; and
- x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

## 9.2 TERMINATION FOR CONVENIENCE

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

## 9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:
  - i. **Material Breach**  
The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.
  - ii. **Failure to Maintain Financial Viability**  
The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.
- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

## 9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

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

## 9.5 INHERENTLY RELIGIOUS ACTIVITIES

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

## 9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

# ARTICLE X. INDEMNITY

## 10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT**

## **AGREEMENT.**

### **10.2 INTELLECTUAL PROPERTY**

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

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

### **10.3 ADDITIONAL INDEMNITY PROVISIONS**

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

## **ARTICLE XI. GENERAL PROVISIONS**

### **11.1 AMENDMENTS**

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

### **11.2 NO QUANTITY GUARANTEES**

The System Agency makes no guarantee of volume or usage of work under this Grant



Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

### **11.3 CHILD ABUSE REPORTING REQUIREMENTS**

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

### **11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS**

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
  - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
  - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
  - iii. Applying to all employees and visitors in this designated area; and
  - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

### **11.5 INSURANCE AND BONDS**

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

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

#### **11.6 LIMITATION ON AUTHORITY**

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

#### **11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS**

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

#### **11.8 SUBCONTRACTORS**

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

#### **11.9 PERMITTING AND LICENSURE**

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

### **11.10 INDEPENDENT CONTRACTOR**

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

### **11.11 GOVERNING LAW AND VENUE**

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

### **11.12 SEVERABILITY**

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

### **11.13 SURVIVABILITY**

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

### **11.14 FORCE MAJEURE**

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

**11.15 NO IMPLIED WAIVER OF PROVISIONS**

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

**11.16 FUNDING DISCLAIMERS AND LABELING**

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

**11.17 MEDIA RELEASES**

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

**11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS**

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

**11.19 SOVEREIGN IMMUNITY**

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

#### **11.20 ENTIRE CONTRACT AND MODIFICATION**

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

#### **11.21 COUNTERPARTS**

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

#### **11.22 PROPER AUTHORITY**

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

#### **11.23 E-VERIFY PROGRAM**

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

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

#### **11.24 CIVIL RIGHTS**

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
  - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
  - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
  - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require



contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51st Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
Fax: (512) 438-5885  
Email: [HHSCivilRightsOffice@hhsc.state.tx.us](mailto:HHSCivilRightsOffice@hhsc.state.tx.us)

## **11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS**

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

## **11.26 DISCLOSURE OF LITIGATION**

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

Grantee's financial condition.

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

#### **11.27 NO THIRD PARTY BENEFICIARIES**

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

#### **11.28 BINDING EFFECT**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

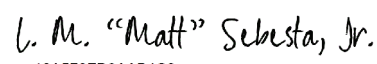
**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

|   |                                       |
|---|---------------------------------------|
| <b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b><br>DocuSigned by:<br><br>18A570FD0AAB4C0... | <b>TITLE</b><br>Brazoria County Judge |
| <b>APPLICANT ORGANIZATION</b><br>Brazoria County  | <b>DATE SUBMITTED</b><br>May 15, 2024 |

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

**CERTIFICATION REGARDING LOBBYING**

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**\* APPLICANT'S ORGANIZATION**

Brazoria County

**\* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix:

\* First Name:

Matt

Middle Name:

\* Last Name:

Sebesta

Suffix:

\* Title:

Brazoria County Judge

**\* SIGNATURE:**

DocuSigned by:

L. M. "Matt" Sebesta, Jr.

18A570FD0AAB4C0...

\* DATE:

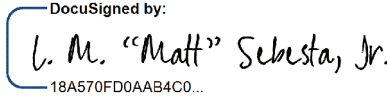
May 15, 2024



# 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><br><br>Brazoria County Office of Emergency Management   | <b>FFATA Contact: (Name, Email and Phone Number):</b><br><br>Steve Rosa<br>steverosa@brazoriacountytx.gov<br>979-864-1801 |
| <b>Primary Address of Contractor:</b><br><br>520 N. Front St.<br>Angleton, TX 77515  | <b>Zip Code: 9-digits required <a href="http://www.usps.com">www.usps.com</a></b><br><br>17460000445                      |
| <b>Unique Entity ID (UEI): This number replaces the DUNS <a href="http://www.sam.gov">www.sam.gov</a></b><br><br>N1GLHP8EWH9 Exp: 2-5-25 | <b>State of Texas Comptroller Vendor Identification Number (VIN) – 14 digits:</b><br><br>17460000445024                   |

|  |   |
|--|---|
| <b>Printed Name of Authorized Representative:</b><br><br>L. M. "Matt" Sebesta, Jr. | <b>Signature of Authorized Representative</b><br><br>DocuSigned by:<br><br>18A570FD0AAB4C0... |
| <b>Title of Authorized Representative</b><br><br>Brazoria County Judge             | <b>Date Signed</b><br><br>May 15, 2024  |

## 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?**

|    |
|----|
| na |
|----|

**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:**

|    |
|----|
| na |
|----|

**Certificate Of Completion**

Envelope Id: B2CF314A2B9D44B1B13FFFA7DF8A3D63

Status: Completed

Subject: HHS001409300014 Brazoria County Contract Packet.pdf

Source Envelope:

Document Pages: 57

Signatures: 6

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

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

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.176.239

**Record Tracking**

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

4/23/2024 2:57:21 PM

CMS.InternalRouting@dshs.texas.gov

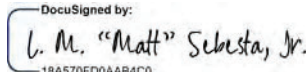
**Signer Events**

L. M. "Matt" Sebesta, Jr.

matts@brazoriacountytx.gov

Brazoria County Judge

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:  
  
 18A570FD0AAB4C0...

Signature Adoption: Pre-selected Style

Using IP Address: 66.249.101.130

**Timestamp**

Sent: 4/23/2024 3:39:40 PM

Viewed: 5/14/2024 5:02:39 PM

Signed: 5/15/2024 11:23:26 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jonah Wilczynski

jonah.wilczynski@dshs.texas.gov

Unit Director

Security Level: Email, Account Authentication  
(None)**Completed**

Using IP Address: 167.137.1.18

Sent: 5/15/2024 11:23:28 AM

Viewed: 5/15/2024 11:30:46 AM

Signed: 5/15/2024 11:30:50 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

PATTY MELCHIOR

Patty.Melchior@dshs.texas.gov

Patricia Melchior, Director, DSHS CMS

Security Level: Email, Account Authentication  
(None)**Completed**

Using IP Address: 167.137.1.15

Sent: 5/15/2024 11:30:52 AM

Viewed: 5/15/2024 3:58:29 PM

Signed: 5/15/2024 3:58:51 PM

**Electronic Record and Signature Disclosure:**

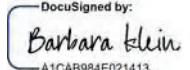
Not Offered via DocuSign

Barbara Klein

Barbara.Klein@dshs.texas.gov

Senior Compliance and Accountability Official

Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
 A1CAB984E021413...

Signature Adoption: Pre-selected Style

Using IP Address: 136.62.183.185

Signed using mobile

Sent: 5/15/2024 3:58:53 PM

Viewed: 5/15/2024 4:48:58 PM

Signed: 5/15/2024 5:00:21 PM

**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  |
| CMS Internal Routing Mailbox<br>cms.internalrouting@dshs.texas.gov<br>DSHS Contract Management Section<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | COPIED           | Sent: 5/15/2024 5:00:23 PM<br>Resent: 5/15/2024 5:00:26 PM |
| Jennifer Silva<br>Jennifer.Silva@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign  | COPIED           | Sent: 5/15/2024 5:00:24 PM<br>Viewed: 5/17/2024 1:04:36 PM |
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| Notary Events  | Signature        | Timestamp  |
| Envelope Summary Events  | Status           | Timestamps   |
| Envelope Sent  | Hashed/Encrypted | 4/23/2024 3:39:40 PM                                       |
| Certified Delivered  | Security Checked | 5/15/2024 4:48:58 PM                                       |
| Signing Complete   | Security Checked | 5/15/2024 5:00:21 PM                                       |
| Completed  | Security Checked | 5/15/2024 5:00:24 PM                                       |
| Payment Events   | Status           | Timestamps   |



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.15.**

**10/8/2024**

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Amendment of Medical Reserve Grant Agreement

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Commissioners Court authorizes the County Judge to execute the attached amendment to the Medical Reserve Grant Agreement authorized by Court Order H.25 dated May 14, 2024.

**DEPARTMENT OF STATE HEALTH SERVICES GRANT AGREEMENT,  
CONTRACT NO. HHS001409300014  
AMENDMENT No. 1**

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “Receiving Agency”), and BRAZORIA COUNTY ("Performing Agency" or “Contractor”), who are collectively referred to herein as the "Parties," to that certain Medical Reserve Corps Grant Contract effective May 15, 2024 and denominated DSHS Contract No. HHS001409300014 (the “Contract”), now desire to amend the Contract.

WHEREAS, the Parties desire to revise **Attachment A, Statement of Work:**

NOW, THEREFORE, the Parties hereby amend and modify the Contract as follows:

- 1. **ATTACHMENT A – STATEMENT OF WORK, ARTICLE V, INVOICE AND PAYMENT**, of this Contract is revised to add the following subsection at the end of the Article:  
  
“E. Grantee must submit a final close-out invoice at the end of each contract fiscal term. Invoices received more than thirty (30) days after each fiscal year are subject to denial of payment.” The remainder of the Article remains unchanged.
  
- 2. **ATTACHMENT A – STATEMENT OF WORK, ARTICLE II, REPORTING REQUIREMENTS, SUBSECTION B** is revised to add new language as follows:

| Report                                   | Frequency   | Due Date                      | DSHS Email Addresses to Submit Report   |
|--|---|-------------------------------|---|
| Financial Status Report (FSR) – Biannual | The last business day of the month following the end of each second fiscal quarter AND thirty (30) calendar days following the end of each fourth fiscal quarter. *The final FSR is due thirty (30) calendar days | 7/31/24<br>1/31/25<br>6/30/25 | <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 VII, Contract Representatives</b> , of this Grant Agreement |



|  |                                       |  |  |
|--|---------------------------------------|--|--|
|  | following<br>fiscal contract<br>term. |  |  |
|--|---------------------------------------|--|--|

3. This Amendment No. 1 shall be effective as of the date last signed below.
4. Except as amended and modified by this Amendment No. 1, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
5. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1**  
**DSHS CONTRACT NO. HHS001409300014**

**DEPARTMENT OF STATE HEALTH SERVICES    BRAZORIA COUNTY**

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

Name:

Title:

Date of Execution: \_\_\_\_\_

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

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

Title: Brazoria County Judge

Date of Execution: \_\_\_\_\_

**Certificate Of Completion**

Envelope Id: D603DB3F2FCA420AA5B4115A33E64CC3

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Subject: HHS001409300014 Brazoria County A-1.docx

Source Envelope:

Document Pages: 3

Signatures: 0

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**Signer Events****Signature****Timestamp**

L. M. "Matt" Sebesta, Jr.

Sent: 6/27/2024 1:07:59 PM

matts@brazoriacountytx.gov

Resent: 8/29/2024 1:49:54 PM

Brazoria County Judge

Viewed: 9/6/2024 8:50:46 AM

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jonah Wilczynski

jonah.wilczynski@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            |
|---|------------------|----------------------|
| CMS Internal Routing Mailbox<br>cms.internalrouting@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign<br><br>Jennifer Silva<br>Jennifer.Silva@dshs.texas.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign |                  |                      |
| Witness Events  | Signature        | Timestamp            |
| Notary Events   | Signature        | Timestamp            |
| Envelope Summary Events   | Status           | Timestamps           |
| Envelope Sent   | Hashed/Encrypted | 6/27/2024 1:07:59 PM |
| Payment Events  | Status           | Timestamps           |

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001409300014  
AMENDMENT NO. 3**

**THE DEPARTMENT OF STATE HEALTH SERVICES** (“System Agency”), and **BRAZORIA COUNTY** ("Grantee") who are collectively referred to herein as the "Parties," to that certain Medical Reserve Corps Grant Contract effective May 15, 2024, and denominated DSHS Contract No. HHS001409300014 (the “Contract”), as amended, now desire to further amend the Contract.

**WHEREAS**, the Parties desire to extend the term of the Contract to allow for additional time to utilize funding in support of the Medical Reserve Corps Grant.

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

1. **SECTION III, DURATION** of the Contract, is hereby amended to reflect a revised termination date of May 30, 2026.
2. This Amendment No. 3 shall be effective as of the date last signed below.
3. Except as amended and modified by this Amendment No. 3, all terms and conditions of the Contract, as amended, shall remain in effect.
4. Any further revisions to the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 3  
SYSTEM AGENCY CONTRACT NO. HHS001409300014**

**DEPARTMENT OF STATE HEALTH SERVICES    BRAZORIA COUNTY**

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

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

David Gruber  
Deputy Commissioner for RLHO

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

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

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

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

**ORDER NO. H.14.**

**5/27/2025**

Exception to Subdivision Platting for Christian Vasquez and Misael Duenez - Precinct 4

1) The Court finds that:

- a.) Christian Vasquez and Misael Duenez has requested approval for an exception from subdivision platting regulations for a small subdivision, by application attached; and
- b.) The property to be divided is a 2.01 acre tract of land and a 1.99 acre tract of land, known as Lots 4-7D and 7E, situated in the John Cummings Survey, Abstract No. 57, Brazoria County, Texas, same being a tract of land conveyed to Heydi Mejia, by deed recorded in Instrument No. 2021-056289 and 2021-049119, and conveyed to Christian Vasquez and Misael Duenez in County Clerk's File No. 2024-006116; and
- c.) The 4 acre tract is to be divided into 4 tracts along County Road 455: Tract 1 with one acre and approximately 110 feet of frontage along CR 455, Tract 2 with one acre and approximately 99.99 feet of frontage along CR 455, Tract 3 with one acres and approximately 99.65 feet of frontage along CR 455, and Tract 4 with one acre and approximately 99.32 feet of frontage along CR 455; and
- d.) The Brazoria County Environmental Health Department has provided a letter dated May 9, 2025 stating they have no objection to the proposed division, under certain conditions; and
- e.) This tract of land is in Drainage District # 11. Drainage District # 11 has provided a letter dated April 17, 2025 stating they have no objection to the subdivision; and
- f.) The small subdivision approval requested by Christian Vasquez and Misael Duenez is in accordance with the criteria established in Brazoria County Subdivision Regulations Article 4, Section D, Pages 16-17; and
- g.) The applicant has submitted to the County Engineer a plat of survey prepared by a Registered Professional Surveyor showing the proposed division.

2) It is therefore ordered that an exception for filing a plat of the division for small subdivision of Christian Vasquez and Misael Duenez tract be granted. This exception is granted upon the following conditions:

- a.) The applicant must record the survey in the Official Public Records of Brazoria County, Texas within 90 days from the approval by Commissioners  
Court or this court order is void, said document setting forth the allowable division and to be approved by the County Engineer; and
- b.) Any further division of any of the affected lots must conform to the Brazoria County Subdivision Regulations; and
- c.) No building permits will be issued for development on said tracts unless the Brazoria County Environmental Health Department has approved the proposed development.

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



## Brazoria County

### Application for Property Adjustments

RECEIVED:

4-24

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

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

#### SECTION I. Property Owner Information

Name: Cristian Vasquez

Phone: 832-244-4890

Name: Misael Duenez

Owner Signature: *Cristian Vasquez*

Date: 4-23-2025

Owner Signature: *Misael Duenez*

Date: 4-23-2025

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

Mailing Address: 10214 Kinsdale Crossing Lane, Houston, Texas 77075

E-mail Address: vazquezcristian21096@gmail.com

#### Purpose:

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

#### Property Information

Acreage: 4.0

Site Address or Legal Location, Abstract, CR #: 455 Finley Court, Sweeny, Texas

Property ID#: 153559 & 153560

Tax Account #: 0057-0001-300 & 0057-0001-400

Number of Structures: \_\_\_\_\_ Mobile Homes: \_\_\_\_\_ Other homes: \_\_\_\_\_

Business or other structure with restrooms: \_\_\_\_\_

Private Water Well check: ☐ YES or ☐ NO

Public Water System MUD or Provider: \_\_\_\_\_



**Please provide a sketch of your plans below:**

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

**Property ID –** \_\_\_\_\_

\_\_\_\_\_

(S) Septic Tank (W) Water Well - - - - - Septic Lines \*Spray Head add circle radius

## Public Information for Property Adjustments

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

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

### **SECTION II. Lot Combinations**

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

#### **Preliminary Steps for Submittals**

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

#### **Final Steps for Submittals**

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

### **SECTION III. Divisions or Adjusting Tract Lines**

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

#### **Preliminary Steps for Submittals**

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

#### **Final Steps for Submittals**

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

### **SECTION IV. Family Exceptions**

*You may not create more than 4 new lots*

- ☐ Completed Application – Pg. 1 filled out completely and signed by all owners on deed
  - ☐ One (1) paper copy of the preliminary proposed conveyance – i.e. a 'sketch' or survey
    - Completed on Pg. 2
  - ☐ One copy of the official recorded deed of *current* landowner
  - ☐ One copy of the official recorded *Gift deed* stating it will be conveyed to family member
- Record the letter and Affidavit provided by the Engineers office at the County Clerk's office

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

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

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

## GENERAL WARRANTY DEED

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

THE STATE OF TEXAS  
COUNTY OF BRAZORIA

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, HEYDI MEJIA, A SINGLE PERSON, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto CRISTIAN VASQUEZ, A MARRIED MAN AND MISAEEL DUENEZ, A MARRIED MAN, herein referred to as "Grantee," whether one or more, the real property described as follows:

SEE ATTACHED EXHIBIT "A".

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of BRAZORIA County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

# GENERAL WARRANTY DEED

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

THE STATE OF TEXAS                   §  
   §     KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF **BRAZORIA**               §

THAT THE UNDERSIGNED, **HEYDI MEJIA, A SINGLE PERSON**, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto **CRISTIAN VASQUEZ, A MARRIED MAN AND MISAEL DUENEZ, A MARRIED MAN**, herein referred to as "Grantee," whether one or more, the real property described as follows:

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TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.



**EXHIBIT "A"****Tract 1**

Being a tract of land situated in the John Cummings Survey, Abstract No. 57, Brazoria County, Texas, same being a tract of land conveyed to Heydi Mejia, by deed recorded in Instrument No. 2021056289, Official Public Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for corner, said corner being the South corner of a tract of land conveyed to John Millsap and Tina Millsap, by deed recorded in Instrument No. 2015042480, Official Public Records of Brazoria County, Texas, and being in the Northwest line of a tract of land conveyed to Robert Allen Black, by deed recorded in Instrument No. 2019025949, Official Public Records of Brazoria County, Texas;

**THENCE** South 41 degrees 52 minutes 23 seconds West, along the Northwest line of said Black tract, a distance of 200.05 feet to a 1/2 inch iron rod found for corner, said corner being the East corner of a tract of land conveyed to Heydi Mejia, by deed recorded in Instrument No. 2021049119, Official Public Records of Brazoria County, Texas;

**THENCE** North 48 degrees 57 minutes 24 seconds West, along the Northeast line of said Mejia (2021049119) tract, a distance of 435.84 feet to a 5/8 inch iron rod found for corner, said corner being the North corner of said Mejia (2021049119) tract, and being in the Southeast line of Finley Court (a 60 foot right-of-way, by deed recorded in Volume 1400, Page 371, Deed Records of Brazoria County, Texas, and by deed recorded in Volume 1423, Page 270, Deed Records of Brazoria County, Texas);

**THENCE** North 41 degrees 00 minutes 50 seconds East, along the Southeast line of said Finley Court, a distance of 200.00 feet to a point for corner, said corner being the West corner of said Millsap tract, from which a 1/2 inch iron rod found for witness bears North 02 degrees 52 minutes 10 seconds West, a distance of 0.32 feet;

**THENCE** South 48 degrees 57 minutes 40 seconds East, along the Southwest line of said Millsap tract, a distance of 438.84 feet to the **POINT OF BEGINNING** and containing 87,475 square feet **or 2.01** acres of land.

**Tract 2**

Being a tract of land situated in the John Cummings Survey, Abstract No. 57, Brazoria County, Texas, same being a tract of land conveyed to Heydi Mejia, by deed recorded in Instrument No. 2021049119, Official Public Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found for corner, said corner being the East corner of a tract of land conveyed to Tommy R. Finley, by deed recorded in Instrument No. 95-018213,

Official Public Records of Brazoria County, Texas, and being in the Northwest line of a tract of land conveyed to Robert Allen Black, by deed recorded in Instrument No. 2019025949, Official Public Records of Brazoria County, Texas;

THENCE North 48 degrees 54 minutes 44 seconds West, along the Northeast line of said Finley tract, a distance of 402.81 feet to a 1/2 inch iron rod found for corner, said corner being in the Southeast line of Finley Court (a 60 foot right-of-way, by deed recorded in Volume 1400, Page 371, Deed Records of Brazoria County, Texas, and by deed recorded in Volume 1423, Page 270, Deed Records of Brazoria County, Texas), being the beginning of a non-tangent curve turning to the left, with a radius of 59.63 feet, a delta angle of 60 degrees 00 minutes 00 seconds, a chord bearing of North 10 degrees 48 minutes 31 seconds East, and a chord length of 59.63 feet;

THENCE along said curve to the left, along the Southeast line of said Finley Court, an arc length of 62.45 feet to a 5/8 iron rod found for corner;

THENCE North 41 degrees 00 minutes 50 seconds East, along the Southeast line of said Finley Court, a distance of 150.11 feet to a 5/8 inch iron rod found for corner, said corner being the West corner of a tract of land conveyed to Heydi Mejia, by deed recorded in Instrument No. 2021056289, Official Public Records of Brazoria County, Texas;

THENCE South 48 degrees 57 minutes 24 seconds East, along the Southwest line of said Mejia (2021056289) tract, a distance of 435.84 feet to a 1/2 inch iron rod found for corner, said corner being the South corner of said Mejia (2021056289) tract, and being in the Northwest line of said Black tract;

THENCE South 41 degrees 52 minutes 23 seconds West, along the Northwest line of said Black tract, a distance of 201.97 feet to the POINT OF BEGINNING and containing 86,542 square feet or 1.99 acres of land.

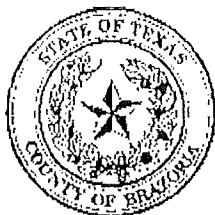
NOTE: The company is prohibited from insuring the area or the quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is accurate, and is made only for informational and/or identification purposes,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

**FILED and RECORDED**

Instrument Number: 2024006116

Filing and Recording Date: 02/13/2024 10:10:12 AM Pages: 5 Recording Fee: \$37.00

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



A handwritten signature in cursive script, appearing to read "Joyce Hudman", is written over a horizontal line.

Joyce Hudman, County Clerk  
Brazoria County, Texas

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

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

cclerk-kali

EXECUTED this 8 day of February, 2024.

EFFECTIVE this 12 day of February, 2024.

Heydi Mejia  
HEYDI MEJIA

Grantee's Address:

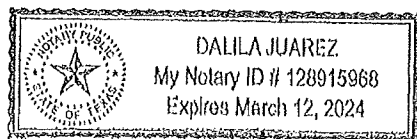
10214 Kinsdale Crossing  
Houston, TX. 77075

THE STATE OF TEXAS

COUNTY OF Harris

§  
§  
§

The foregoing instrument was acknowledged before me on the 8 day of February, 2024, by **HEYDI MEJIA, A SINGLE PERSON.**



Dalila Juarez  
NOTARY PUBLIC, STATE OF TEXAS  
Dalila Juarez  
PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

March 12, 2024

AFTER RECORDING, RETURN TO:



(TO BE COMPLETED IN BUYER'S OWN HANDWRITING)

Date: 2/12, 2024

Heydi Mejia  
Heydi Mejia

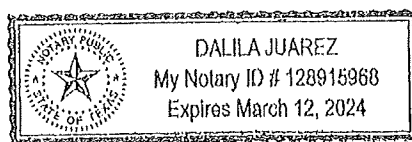
Cristian Vasquez  
Cristian Vasquez

Misael Duenez  
Misael Duenez

State of Texas  
County of ~~Brazoria~~ Harris

Sworn to and subscribed before me the undersigned authority by Cristian Vasquez and Misael Duenez on this the 12th day of February, 2024.

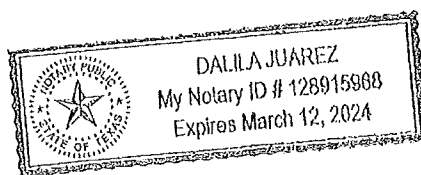
Dalila Juarez  
Notary Public in and for  
the State of Texas



State of Texas  
County of ~~Brazoria~~ Harris

Sworn to and subscribed before me the undersigned authority by Heydi Mejia, on this the 12th day of February, 2024.

Dalila Juarez  
Notary Public in and for  
the State of Texas





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

May 9, 2025

Christian Vasquez & Misael Duenez  
 10214 Kinsdale Crossing Lane  
 Houston, TX 77075

RE: Adjust Lot Lines

Subdivision Name: Vasquez/Duenez Property

Legal Description of Property: BCAD 153559 - A0057 JOHN CUMMINGS TRACT 4-7D (JW MAGILL SD OF TR 14) ACRES 2.00  
 BCAD 153560 - A0057 JOHN CUMMINGS TRACT 7E (JW MAGILL SD OF TR 14) ACRES 2.00

Site Address of Property: CR 455 Finley Ct, Sweeny, TX 77480

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

(1) Residential lot sizing.

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

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

The referenced survey plat implies sufficient room to install on-site sewage facilities without creating a public health nuisance provided the design of the on-site sewage facility complies with all setback requirements as described in §285.91(10) of the above referenced statutes. The property currently exists as Tract 4-7D acres-2.00 of undeveloped property and Tract 7E acres-2.00 of undeveloped property. The request is to adjust the lot lines to create four new tracts: Tract 1 acres-1.00, Tract 2 acres-1.00, Tract 3 acres-1.00, Tract 4 acres-1.00. The property owner may utilize on-site sewage facilities with an authorized permit from Brazoria County Environmental Health Department. Therefore, the Brazoria County Environmental Health Department has no objection to the line adjustments of the property described as A0057 JOHN CUMMINGS TRACT 4-7D (JW MAGILL SD OF TR 14) ACRES 2.00 and A0057 JOHN CUMMINGS TRACT 7E (JW MAGILL SD OF TR 14) ACRES 2.00 in Brazoria County, Texas.

Sincerely,

Jodie Vice, DR # OS0024815  
 Director  
 Brazoria County Environmental Health

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

---

**PROJECT NAME AND LOCATION:** Finley Estates Subdivision County Road 455 (Finley Court) at CR 334 and CR 489, Sweeny, TX 77480.

---

**BRIEF DESCRIPTION OF PROJECT:** Partition 1.99 acres and 2.01 acres in Abstract 57 into four one acre tracts. The existing shipping containers on the property are to be used to build 3 separate container homes on the property for residences..

---

**APPLICANT AND CONTACT INFORMATION (including email):** Darrel Heidrich, Baker and Lawson, Inc. 4005 Technology Drive, Angleton, TX 77515 979-849-6681  
dheidrich@bakerlawson.com

---

**OWNER NAME AND ADDRESS:** Cristian Vazquez and Misael Duenes. 10214 Kinsdale Crossing Lane, Houston, TX 77075 832-244-4890 vazquezcristian21096@gmail.com

---

**GENERAL CONDITIONS:**

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

**POST CONSTRUCTION** Letter of No Objection must be obtained with 30 days of completion of construction. At least one week notice must be given to the West Brazoria County Drainage District prior to the need for the final inspection.

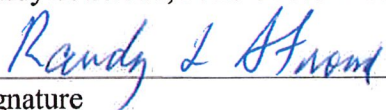
---

**AUTHORIZATION:**

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

201 South Velasco  
Angleton, TX 77515

Signature




4-17-2025

Date

---

**COPIES TO:**

Owner- Cristian Vazquez  
Applicant- Darrel Heidrich  
Michael Bendit, District Accountant  
Natalie Broaddus, District's Attorney  
Section Director John Richers  
Appropriate Building Official- Joe Ripple

|  |   |
|--|---|
|  <b>KRISTIN R. BULANEK</b><br>BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR<br>111 E. Locust<br>Angleton, TX 77515<br>(979) 864-1320 | <b>Tax Certificate</b>  |
|  | Property Account Number:<br><b>00570001300</b>  |
| <b>Statement Date:</b> 04/22/2025<br><b>Owner:</b> VASQUEZ CRISTIAN & MISAE<br><b>Mailing Address:</b> DUENEZ<br>10214 KINSDALE CROSSING LN<br>HOUSTON TX 770755163  | <b>Property Location:</b> 0000455 FINLEY CT<br><b>Legal:</b> A0057 JOHN CUMMINGS TRACT 4-7D (JW MAGILL ST<br>OF TR 14) ACRES 2.00 |

TAX CERTIFICATE FOR ACCOUNT : 00570001300  
 AD NUMBER: 153559  
 GF NUMBER:  
 CERTIFICATE NO : 3393583

FEE : \$10.00  
 DATE : 4/22/2025

**COLLECTING AGENCY**

Brazoria County  
 111 E. Locust  
 Angleton TX 77515

**CURRENT VALUES 2024**

APPRAISED VALUE: 85,250  
 EXEMPTIONS:

**REQUESTED BY**

BAKER & LAWSON INC

4005 TECHNOLOGY DR SUITE 1530  
 ANGLETON TX 77515

**TAX UNIT**

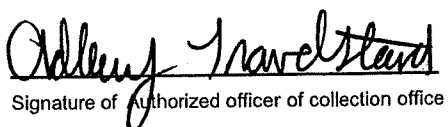
|                              |
|------------------------------|
| BC EMERGENCY SERVICES #2     |
| BRAZORIA COUNTY              |
| PORT FREEPORT                |
| SPECIAL ROAD & BRIDGE        |
| SWEENEY COMMUNITY HOSPITAL   |
| SWEENEY ISD                  |
| WEST BRAZORIA DRNGE DIST #11 |

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

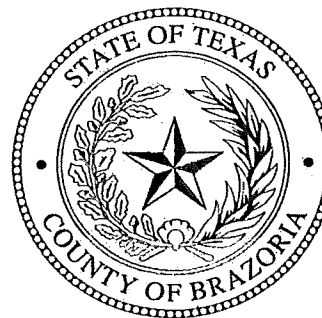
ACCOUNT NUMBER: 00570001300


CERTIFICATE NO : 3393583

TOTAL CERTIFIED TAX DUE 4/2025 : \$0.00

  
 Signature of authorized officer of collection office

04/22/25  
 Date



|  |   |
|--|---|
|  <b>KRISTIN R. BULANEK</b><br>BRAZORIA COUNTY TAX ASSESSOR-COLLECTOR<br>111 E. Locust<br>Angleton, TX 77515<br>(979) 864-1320 | <b>Tax Certificate</b>  |
|  | Property Account Number:<br><b>00570001400</b>  |
| <b>Statement Date:</b> 04/22/2025<br><b>Owner:</b> VASQUEZ CRISTIAN & MISAEEL<br><b>Mailing Address:</b> DUENEZ<br>10214 KINSDALE CROSSING LN<br>HOUSTON TX 770755163  | <b>Property Location:</b> 0000455 FINLEY CT<br><b>Legal:</b> A0057 JOHN CUMMINGS TRACT 7E (JW MAGILL SD ( TR 14) ACRES 2.00 |

TAX CERTIFICATE FOR ACCOUNT : 00570001400  
 AD NUMBER: 153560  
 GF NUMBER:  
 CERTIFICATE NO : 3393584

FEE : \$10.00  
 DATE : 4/22/2025

**COLLECTING AGENCY**

Brazoria County  
 111 E. Locust  
 Angleton TX 77515

**CURRENT VALUES 2024**

APPRAISED VALUE: 85,250  
 EXEMPTIONS:

**REQUESTED BY**

BAKER & LAWSON INC

4005 TECHNOLOGY DR SUITE 1530  
 ANGLETON TX 77515

**TAX UNIT**

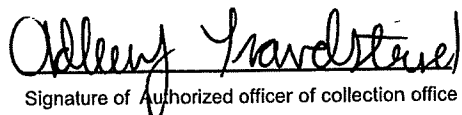
|                              |
|------------------------------|
| BC EMERGENCY SERVICES #2     |
| BRAZORIA COUNTY              |
| PORT FREEPORT                |
| SPECIAL ROAD & BRIDGE        |
| SWEENEY COMMUNITY HOSPITAL   |
| SWEENEY ISD                  |
| WEST BRAZORIA DRNGE DIST #11 |

THIS IS TO CERTIFY THAT AFTER A CAREFUL REVIEW OF THE TAX RECORDS, ALL TAXES DUE THE TAX ASSESSOR COLLECTOR OF BRAZORIA COUNTY ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN PAID UP TO AND INCLUDING THE CURRENT YEAR TAXES WITH ANY ABOVE LISTED EXCEPTIONS. THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL VALUATION BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION. SPTB RULE 155.40 (B) PARAGRAPH 6.

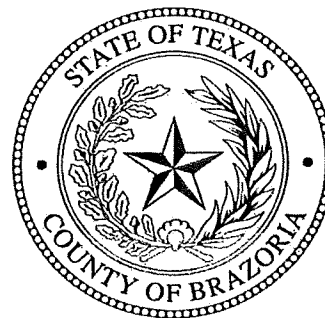
ACCOUNT NUMBER: 00570001400

CERTIFICATE NO : 3393584

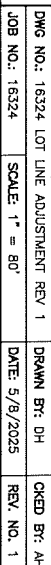
TOTAL CERTIFIED TAX DUE 4/2025 : \$0.00

  
 Signature of Authorized officer of collection office

04/22/25  
 Date









County: Brazoria County  
 Project: Finley Court  
 Job No.: 16324

**DESCRIPTION OF 1.000 ACRE  
 LOT 4A1A**

Being a 1.000 acre tract of land located within the John Cummings Survey, Abstract No. 57, Brazoria County, Texas, being a portion of a called 1.99 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2024006116 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 1.000 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

**BEGINNING** at a 1/2-inch iron rod found for the Southerly corner of the above referenced tract, same being the Northwest line of a called 1,109.32 acre tract, as recorded in C.C.F.N. 2019025949, of the O.P.R.B.C.T., same being the Easterly corner of a called 2.180 acre tract, as recorded in C.C.F.N. 1995018213 of the O.P.R.B.C.T.;

**THENCE** North 48°53'47" West, along the Southwest line of the above referenced tract, same being the Northeast line of said called 2.180 acre tract, a distance of 403.06 feet to a 5/8-inch iron rod found for the Westerly corner of the above referenced tract, same being the Northeast corner of said called 2.180 acre tract, same being on the Southeasterly Right-of-Way (R.O.W.) line of Finley Court;

**THENCE**, along a curve to the left, same being the Northwesterly line of the above referenced tract, same being the Southeast R.O.W. line of said Finley Court, an arc distance of 62.44 feet to a 3/4-inch iron rod found for corner, said curve having a radius of 59.63 feet, a central angle of 60°00'00", a chord which bears North 10°49'28" East, a distance of 59.63 feet;

**THENCE** North 41°01'47" East, along the Northwest line of the above referenced tract, same being the Southeast R.O.W. line of said Finley Court, a distance of 51.16 feet to a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner;

**THENCE** South 48°56'53" East, over and across the above referenced tract, a distance of 434.57 feet to a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner;

**THENCE** South 41°52'04" West, along the Southeast line of the above referenced tract, same being the Northwest line of said called 1,109.32 acre tract, a distance of 103.05 feet the **POINT OF BEGINNING** of the herein described tract of land, and containing 1.000 acre of land, more or less.

The field notes of the herein described tract of land, have been prepared along with a survey plat of the subject tract.

 05/08/2025  
 Darrel Heidrich  
 Registered Professional Land Surveyor  
 Texas Registration No. 5378





County: Brazoria County  
 Project: Finley Court  
 Job No.: 16324

**DESCRIPTION OF 1.000 ACRE  
 LOT 4A1B**

Being a 1.000 acre tract of land located within the John Cummings Survey, Abstract No. 57, Brazoria County, Texas, being a portion of a called 1.99 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2024006116 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 1.000 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

**BEGINNING** at a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner, from which a 1/2" iron rod found at the Southerly corner of the above referenced tract bears South 41°52'04" West a distance of 103.05 feet;

**THENCE** North 48°56'53" West, over and across the above referenced tract, a distance of 434.57 feet to a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner, being on the Northwest line of the above referenced tract, same being the South Right-of-Way (R.O.W.) line of Finley Court;

**THENCE** North 41°01'47" East, along the Northwest line of the above referenced tract, same being the Southeast R.O.W. line of said Finley Court, a distance of 99.99 feet to a 1/2-inch iron rod found for corner;

**THENCE** South 48°56'48" East, along the Northeast line of said called 1.99 acre tract, same being the Southwest line of a called 2.01 acre tract, as recorded in C.C.F.N. 2024006116 of the O.P.R.B.C.T., a distance of 436.03 feet to a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner;

**THENCE** South 41°52'04" West, along the Southeast line of the above referenced tract, same being the Northwest line of said called 1,109.32 acre tract, a distance of 99.99 feet the **POINT OF BEGINNING** of the herein described tract of land, and containing 1.000 acre of land, more or less.

The field notes of the herein described tract of land, have been prepared along with a survey plat of the subject tract.

  
 05/08/2025  
 Darrel Heidrich  
 Registered Professional Land Surveyor  
 Texas Registration No. 5378







County: Brazoria County  
 Project: Finley Court  
 Job No.: 16324

**DESCRIPTION OF 1.000 ACRE  
 LOT 4A1C**

Being a 1.000 acre tract of land located within the John Cummings Survey, Abstract No. 57, Brazoria County, Texas, being a portion of a called 2.01 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2024006116 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 1.000 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

**BEGINNING** at a 1/2-inch iron rod found for the Southerly corner of the above referenced tract, same being the Northwest line of a called 1,109.32 acre tract, as recorded in C.C.F.N. 2019025949, of the O.P.R.B.C.T., same being the Easterly corner of a called 1.99 acre tract, as recorded in C.C.F.N. 2024006116 of the O.P.R.B.C.T.;

**THENCE** North 48°56'48" West, along the Southwest line of the above referenced tract, same being the Northeast line of said called 1.99 acre tract, a distance of 436.03 feet to a 5/8-inch iron rod found for the Westerly corner of the above referenced tract, same being the Northeast corner of said called 1.99 acre tract, same being on the Southeasterly Right-of-Way (R.O.W.) line of Finley Court;

**THENCE** North 41°01'47" East, along the Northwest line of the above referenced tract, same being the Southeast R.O.W. line of said Finley Court, a distance of 99.65 feet to a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner;

**THENCE** South 48°56'43" East, over and across the above referenced tract, a distance of 437.49 feet to a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner;

**THENCE** South 41°52'04" West, along the Southeast line of the above referenced tract, same being the Northwest line of said called 1,109.32 acre tract, a distance of 99.65 feet the **POINT OF BEGINNING** of the herein described tract of land, and containing 1.000 acre of land, more or less.

The field notes of the herein described tract of land, have been prepared along with a survey plat of the subject tract.

*Darrel Heidrich*

05/08/2025

Darrel Heidrich  
 Registered Professional Land Surveyor  
 Texas Registration No. 5378





County: Brazoria County  
 Project: Finley Court  
 Job No.: 16324

**DESCRIPTION OF 1.000 ACRE  
 LOT 4A1D**

Being a 1.000 acre tract of land located within the John Cummings Survey, Abstract No. 57, Brazoria County, Texas, being a portion of a called 2.01 acre tract, as recorded in County Clerk's File No. (C.C.F.N.) 2024006116 of the Official Public Records of Brazoria County, Texas (O.P.R.B.C.T.), referred to hereafter as the above referenced tract of land, said 1.000 acre tract being more particularly described by metes and bounds as follows (bearings are based on the Texas Coordinate System of 1983, (NAD83) South Central Zone, per GPS observations):

**BEGINNING** at a 1/2-inch iron rod found for the East corner of the above referenced tract, same being on the Northwest line of a called 1,109.32 acre tract, as recorded in C.C.F.N. 2019025949, of the O.P.R.B.C.T., same being the Southernly corner of a called 1.00 acre tract, as recorded in Volume, 1756, Page 265 of the O.P.R.B.C.T.;

**THENCE** South 41°52'04" West, along the Southwest line of the above referenced tract, same being the Northeast line of said 1,109.32 acre tract, a distance of 99.33 feet to a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner;

**THENCE** North 48°56'43" West, over and across the above referenced tract, a distance of 437.49 feet to a 5/8-inch iron rod with cap, stamped "Baker & Lawson" set for corner;

**THENCE** North 41°01'47" East, along the Northwest line of the above referenced tract, same being the Southeast R.O.W. line of said Finley Court, a distance of 99.32 feet to a 1/2-inch iron rod found;

**THENCE** South 48°56'43" East, along the Northeast line of the above referenced tract, same being the Southwest line of said called 1.00 acre tract, a distance of 438.95 feet the **POINT OF BEGINNING** of the herein described tract of land, and containing 1.000 acre of land, more or less.

The field notes of the herein described tract of land, have been prepared along with a survey plat of the subject tract.

  
 05/08/2025  
 Darrel Heidrich  
 Registered Professional Land Surveyor  
 Texas Registration No. 5378





## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.15.**

**5/27/2025**

---

Amend Annual Road Plan for Fiscal Year 2025

---

Approve the attached amendments to the Annual Road Plan for Fiscal Year 2025 previously submitted and approved by court order H.16 on October 8, 2024; and

Further, that a certified copy of this order be furnished to the County Engineer.

### West Service Center - Precinct 4

#### Remove from 2025 Annual Road Plan

|    |      |   |      |               |    |   |    |            |            |
|----|------|---|------|---------------|----|---|----|------------|------------|
| 20 | West | 4 | 1.09 | Black Base    |    |   | \$ | -          |            |
|    |      |   |      | CSS-1         |    |   | \$ | -          |            |
|    |      |   |      | ABS-65        | 22 |   | \$ | 8,317.90   |            |
|    |      |   |      | Base - Cr Con | 22 | 3 | \$ | 48,424.78  | \$ 183,524 |
|    |      |   |      | Type D        | 20 | 2 | \$ | 110,500.80 |            |
|    |      |   |      | Cement        | 22 | 6 | \$ | 16,280.80  |            |

#### Add to 2025 Annual Road Plan

|   |      |   |      |               |    |   |    |            |            |
|---|------|---|------|---------------|----|---|----|------------|------------|
| 5 | West | 4 | 1.09 | Black Base    |    |   | \$ | -          |            |
|   |      |   |      | CSS-1         |    |   | \$ | -          |            |
|   |      |   |      | ABS-65        | 22 |   | \$ | 8,317.90   |            |
|   |      |   |      | Base - Cr Con | 22 | 3 | \$ | 48,424.78  | \$ 183,524 |
|   |      |   |      | Type D        | 20 | 2 | \$ | 110,500.80 |            |
|   |      |   |      | Cement        | 22 | 6 | \$ | 16,280.80  |            |

### Central Service Center - Precinct 4

#### Remove from 2025 Annual Road Plan

|    |         |   |      |               |    |   |    |            |            |
|----|---------|---|------|---------------|----|---|----|------------|------------|
| 48 | Central | 4 | 2.08 | Black Base    |    |   | \$ | -          |            |
|    |         |   |      | CSS-1         | 22 |   | \$ | 7,796.85   |            |
|    |         |   |      | ARE-68        | 22 |   | \$ | 111,426.99 |            |
|    |         |   |      | Base - Cr Con |    |   | \$ | -          | \$ 330,630 |
|    |         |   |      | Type D        | 20 | 2 | \$ | 211,405.71 |            |
|    |         |   |      |               |    |   |    |            |            |

#### Add to 2025 Annual Road Plan

|    |         |   |      |               |    |   |    |            |            |
|----|---------|---|------|---------------|----|---|----|------------|------------|
| 39 | Central | 4 | 2.08 | Black Base    |    |   | \$ | -          |            |
|    |         |   |      | CSS-1         | 22 |   | \$ | 7,796.85   |            |
|    |         |   |      | ARE-68        | 22 |   | \$ | 111,426.99 |            |
|    |         |   |      | Base - Cr Con |    |   | \$ | -          | \$ 330,630 |
|    |         |   |      | Type D        | 20 | 2 | \$ | 211,405.71 |            |
|    |         |   |      |               |    |   |    |            |            |



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.16.**

**5/27/2025**

---

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

---

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

CITY OF DANBURY

Culvert Set - Avenue C and 7<sup>th</sup> Street

Culvert Set - Avenue D and 8<sup>th</sup> Street

Culvert Set - Avenue D and Novak

Culvert Set - Avenue K and 5<sup>th</sup> Street

Culvert Set - Avenue K and 3<sup>rd</sup> Street

CITY OF OYSTER CREEK

Culvert Set - 125 Robinson Road

Tricia Simmons

**From:** Suzanne Powell <mayor@danburytx.gov>  
**Sent:** Wednesday, May 14, 2025 9:36 AM  
**To:** Tricia Simmons  
**Cc:** Erin Nolan  
**Subject:** [EXTERNAL] Culverts for Danbury road project

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hello Tricia, the road list that Danbury submitted last year to be worked on also has some culverts that should be replaced at the same time the road is being done. These are the locations of the culverts that are needing replacement.

AVE C and 7<sup>th</sup> street Northwest side of 7th, a 4 foot section of culvert

AVE D and 8<sup>th</sup> currently has a 18 inch. WE feel that this needs to be a bigger size due to flooding in that area when we have rains.

AVE D and Novak culvert needs to be reset one 4 ft section on the southwest side of AVE D

AVE K and 5<sup>th</sup> Street 18in culvert 30 foot long, it is crushed due to garbage truck turning.

AVE K and 3<sup>rd</sup> street 18in culvert 30 foot long, it is crushed due to garbage truck turning.

Thank you for your help, If you have any questions please let me know.

Sue Powell

Mayor city of Danbury TX  
 979-922-1551 ext. 4 city hall  
 979-583-5733 cell



This message has been prepared or disseminated using resources of Brazoria County's policies on the use of County provided technology. E-mail sent through this system by any County employee or official may be considered official communication under the laws of the State of Texas.

AGREED \_\_\_\_\_

Brazoria County Engineer

Date Approved 5-27-25 Date Completed \_\_\_\_\_

WO# \_\_\_\_\_

COMMENTS \_\_\_\_\_



IB25-OC  
(OYSTER CREEK)  
City ID Code 277

**Tricia Simmons**

**From:** Andi Ford <andi@cityofoystercreek.com>  
**Sent:** Monday, May 12, 2025 11:56 AM  
**To:** ENGINEER INTERLOCALS  
**Subject:** [EXTERNAL] 125 Robinson Road - Culvert Request

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

Hello!

I need to submit a request for culvert installation at 125 Robinson Road in Oyster Creek, TX.

This is for a new driveway, not an existing. Tonya Frazier (979)236-8580.

Can you tell me when this will go to court for permission?

18" on site

Thanks!

Andi Ford

City Secretary  
City of Oyster Creek  
(979)233-0243

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AGREED \_\_\_\_\_

Brazoria County Engineer

Date Approved 5-27-25 Date Completed \_\_\_\_\_

WO# \_\_\_\_\_

COMMENTS



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.17.**

**5/27/2025**

---

Applicant for Supplemental Environmental Program (SEP) Funding Of On-Site Sewage Facility (OSSF)

---

Approve the following application for repair of an on-site facility (OSSF) under the TCEQ funded SEP for Wastewater Treatment Assistance in an amount up to \$5,311.77.

|                |   |
|----------------|---|
| Applicant      | Property                                      |
| Emoni Gonzales | 1631 County Road 49 Angleton, TX (Precinct 2) |

Legal Description: Ranson Bosler (A0144 J Abbott) BLK G Lot 4A Acres-1.5871

Further, that the County Judge be authorized to sign all documents for the selected bid on this project.

Further, ordered that a copy of this Order be delivered to the Director of the Environmental Health Department and the County Auditor.



**Ripple Septic Services, LLC**

507 Pecan Orchard  
Angleton, TX 77515 US  
+19792150863  
rippleservices@yahoo.com  
www.rippleservices.net



## Estimate

ADDRESS  
Brazoria County Environmental Health Department

ESTIMATE 1626  
DATE 04/24/2025

| DATE | ACTIVITY                   | DESCRIPTION   | QTY | RATE     | AMOUNT    |
|------|----------------------------|---|-----|----------|-----------|
|      | Service call               | Service Call  | 1   | 100.00   | 100.00    |
|      | Labor                      |   | 4   | 120.00   | 480.00    |
|      | Control box                | ATU control box w/ timer and air                        | 1   | 650.00   | 650.00T   |
|      | Norweco Aerator            | Norweco aerator   | 1   | 1,000.00 | 1,000.00T |
|      | Float Switch               | Pump, alarm, and override float switch                  | 3   | 100.00   | 300.00T   |
|      | Sprinkler                  | Aerobic sprinkler head                                  | 2   | 22.00    | 44.00T    |
|      | Replacement Lid TT20       | Tuff Tite 20" lid                                       | 1   | 40.00    | 40.00T    |
|      | Replacement riser TT 20x12 | Tuff tite 20"x12" riser                                 | 1   | 70.00    | 70.00T    |
|      | Tank Pumping               | System pumped by Allstar Septic ( Break down attached.) | 1   | 1,275.00 | 1,275.00  |
|      | Service agreement          | 1 year service, inspection agreement.                   | 1   | 250.00   | 250.00    |
|      | wire                       |   | 1   | 300.00   | 300.00T   |
|      | Chlorinator                | Liquid chlorinator                                      | 1   | 350.00   | 350.00T   |
|      | Disconnect                 |   | 1   | 250.00   | 250.00T   |

Emoni Gonzalez  
1631 Cr 49 Angleton

|          |                   |
|----------|-------------------|
| SUBTOTAL | 5,109.00          |
| TAX      | 202.77            |
| TOTAL    | <b>\$5,311.77</b> |

Accepted By

Accepted Date



Phone: (979)864-1600

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                       |
|--|---|-----------------------|
| <b>PRODUCER</b><br><br>Joseph Merlinsky Insurance Agency<br>3301 Northland Dr. Suite 400<br>Austin, TX 78731   | <b>CONTACT NAME:</b> Joseph Merlinsky Insurance Agency  |                       |
|  | <b>PHONE (A/C, No, Ext):</b> (713)621-4288              | <b>FAX (A/C, No):</b> |
| <b>INSURED</b><br><br>Ripple Septic Services, LLC<br>Tenille Ripple<br>507 Pecan Orchard<br>Angleton, TX 77515 | <b>E-MAIL ADDRESS:</b> shannonm@your-policy.com         |                       |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>                    |                       |
|  | <b>INSURER A:</b> Penn-America Insurance Company        | <b>NAIC #</b> 32859   |
|  | <b>INSURER B:</b> Progressive County Mutual Ins Company | <b>NAIC #</b> 24260   |
|  | <b>INSURER C:</b>                                       |                       |
|  | <b>INSURER D:</b>                                       |                       |
|  | <b>INSURER E:</b>                                       |                       |
|  | <b>INSURER F:</b>                                       |                       |

## COVERAGES

CERTIFICATE NUMBER: 96240067-0

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | PAV0462812    | 06/23/2024              | 06/23/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |           |          | 952865694     | 10/07/2024              | 10/07/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 100,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           | N/A      |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Brazoria County Environmental Health  
451 N Velasco Suite 270  
Angleton, TX 77515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C. 172

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# Brazoria CAD Property Search

## Property Details

Account

Property ID: 241133      Geographic ID: 7176-0024-000  
Type: R      Zoning: 2/12/2019 AR

Property Use:

Location

Situs Address: COUNTY ROAD 48 , TX 77583

Map ID:      Mapsco:

Legal Description: RANSOM BOSLER (A0144 J ABBOTT) BLK G LOT 4A ACRES 1.5871

Abstract/Subdivision: S7176

Neighborhood: (SDB) DANBURN NOT TS

Owner

Owner ID: 1222278

Name: GONZALES EMONI

Agent:

Mailing Address: 1631 COUNTY ROAD 49  
ANGLETON, TX 77515-9580

% Ownership: 100.0%

Exemptions: For privacy reasons not all exemptions are shown online.

## Property Values

|                                 |              |
|---------------------------------|--------------|
| Improvement Homesite Value:     | \$0 (+)      |
| Improvement Non-Homesite Value: | \$11,240 (+) |
| Land Homesite Value:            | \$0 (+)      |
| Land Non-Homesite Value:        | \$51,240 (+) |
| Agricultural Market Valuation:  | \$0 (+)      |
| Market Value:                   | \$62,480 (=) |
| Agricultural Value Loss: ⓘ      | \$0 (-)      |
| HS Cap Loss: ⓘ                  | \$0 (-)      |
| Circuit Breaker: ⓘ              | \$0 (-)      |
| Appraised Value: ⓘ              | \$62,480     |

**Ag Use Value:****\$0**

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

## Property Taxing Jurisdiction

**Owner:** GONZALES EMONI **%Ownership:** 100.0%

| Entity | Description  | Tax Rate | Market Value | Taxable Value | Estimated Tax | Freeze Ceiling |
|--------|--|----------|--------------|---------------|---------------|----------------|
| CAD    | BRAZORIA COUNTY APPRAISAL DISTRICT                 | 0.000000 | \$62,480     | \$62,480      | \$0.00        |                |
| DR5    | BRAZORIA COUNTY DRAINAGE DISTRICT #5 (IOWA COLONY) | 0.104079 | \$62,480     | \$62,480      | \$65.03       |                |
| EM3    | BRAZORIA COUNTY EMERGENCY DISTRICT #3              | 0.077459 | \$62,480     | \$62,480      | \$48.40       |                |
| GBC    | BRAZORIA COUNTY                                    | 0.261625 | \$62,480     | \$62,480      | \$163.46      |                |
| HAD    | ANGLETON-DANBURY HOSPITAL DISTRICT                 | 0.083997 | \$62,480     | \$62,480      | \$52.48       |                |
| NAV    | PORT FREEPORT                                      | 0.000000 | \$62,480     | \$62,480      | \$0.00        |                |
| RDB    | ROAD & BRIDGE FUND                                 | 0.041921 | \$62,480     | \$62,480      | \$26.19       |                |
| SDB    | DANBURY INDEPENDENT SCHOOL DISTRICT                | 1.086100 | \$62,480     | \$62,480      | \$678.60      |                |

**Total Tax Rate:** 1.655181

**Estimated Taxes With Exemptions:** \$1,034.16

**Estimated Taxes Without Exemptions:** \$1,034.16

Property Improvement - Building

Description: DET BRICK GARAGE Type: Misc Imp Living Area: 0 sqft Value: \$11,240

| Type | Description | Class CD | Year Built | SQFT |
|------|-------------|----------|------------|------|
| DBG  |             | 3        | 1999       | 576  |

Property Land

| Type | Description   | Acreage | Sqft      | Eff Front | Eff Depth | Market Value | Prod. Value |
|------|---------------|---------|-----------|-----------|-----------|--------------|-------------|
| A1   | FRONT ACREAGE | 1.59    | 69,260.40 | 0.00      | 0.00      | \$51,240     | \$0         |

## Property Roll Value History

| Year | Improvements | Land Market | Ag Valuation | HS Cap Loss | Appraised |
|------|--------------|-------------|--------------|-------------|-----------|
| 2025 | \$11,240     | \$51,240    | \$0          | \$0         | \$62,480  |
| 2024 | \$10,720     | \$66,610    | \$0          | \$0         | \$77,330  |
| 2023 | \$9,980      | \$66,610    | \$0          | \$0         | \$76,590  |
| 2022 | \$9,620      | \$66,610    | \$0          | \$0         | \$76,230  |
| 2021 | \$6,500      | \$43,920    | \$0          | \$0         | \$50,420  |
| 2020 | \$6,500      | \$43,920    | \$0          | \$0         | \$50,420  |
| 2019 | \$6,010      | \$38,090    | \$0          | \$0         | \$44,100  |
| 2018 | \$6,010      | \$38,090    | \$0          | \$0         | \$44,100  |
| 2017 | \$6,010      | \$42,850    | \$0          | \$0         | \$48,860  |

## Property Deed History

| Deed Date  | Type | Description              | Grantor          | Grantee           | Volume | Page   | Number |
|------------|------|--------------------------|------------------|-------------------|--------|--------|--------|
| 5/7/2023   | GD   | GIFT DEED                | GONZALES<br>GENE | GONZALES<br>EMONI | 2023   | 020224 |        |
| 1/26/2021  | AH   | AFFIDAVIT OF<br>HEIRSHIP |                  |                   | 2021   | 006373 |        |
| 10/28/1997 | WD   | WARRANTY DEED            | POTTER JEFF L    | GONZALES GENE     | 97     | 039159 | 0      |



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.18.**

**5/27/2025**

---

Interlocal Agreement between Brazoria County Health Department and City of Angleton

---

The Court approves the Interlocal Agreement (ILA) between Brazoria County Health Department and the City of Angleton for the use of their facilities as a POD (Point of Dispensing) site in the event of a public health emergency.

The County Judge and Director of Public Health Services are authorized to sign this agreement.

**Interlocal Agreement between the  
City of Angleton and the  
Brazoria County Health Department  
For Mass Immunizations**

This Interlocal Agreement ("Agreement") is entered into between the City of Angleton (City) and Brazoria County for services provided by/through the Brazoria County Health Department (Department). The Department is a Local Health Department under Chapter 121 of the Health and Safety Code. The Interlocal Cooperation Act, Government Code Chapter 791, governs this Agreement.

*This agreement has been approved by a separate order of the Brazoria County Commissioners Court Being Order No. \_\_\_\_\_, dated \_\_\_\_\_, 2025 and of the City of Angleton dated May 13, 2025.*

**I. Purpose**

Under a grant from the Texas Department of Health, the Department is required to plan and prepare for a public health emergency which may result from natural or man-made causes. During such an emergency, it may be necessary for the Department to immunize or to mobilize others to immunize or treat large numbers of people in the Brazoria County area. Subject to the City providing facilities that are qualified to serve as a Staff Medication Center, the Department will offer to provide medications for such immunizations or treatments to the City's First Responders, both employees and volunteers, prior to the general public. The City will provide the Department with the number of immunizations or treatments needed for First Responders, critical staff, and their families annually.

If agreed upon by the City and the Department, the City will make its law enforcement facilities or other facilities available for the First Responder immunization or treatment. The City and the Department agree that this use of the facilities is a "governmental function" as defined in the Interlocal Agreement Act, Texas Government Code §791.003. The City and the Department further agree that this use of the facilities is a "homeland security activity" as defined under Texas Government Code § 421.001.

**II. Term**

This agreement becomes effective when approved by the governing body of the City and Department. It may be canceled by either party by giving thirty days' notice to the other party, otherwise it remains in effect for five years and may be renewed by mutual agreement.

5/1/2025



**Interlocal Agreement between the  
City of Angleton and the  
Brazoria County Health Department  
For Mass Immunizations**

**III. Public Health Emergency**

This agreement will go into effect only if:

- 1) The Commissioner of the Texas Department of State Health Services or the County's local health authority declares that large scale immunization or treatment is necessary as a control measure for an outbreak of a communicable disease.
- 2) The parties agree to the location of the facility or facilities to be used pursuant to this Agreement; and
- 3) The Department has the necessary stockpile of medications.

**IV. Obligations of the Department**

- 1) The Department will supply or arrange for all vaccines, medicine and supplies needed to administer such medication at the agreed upon City facilities. The Department will provide City with the collection location.
- 2) The Department will be responsible for disposal of medical waste and disinfection of the dispensing area at the facility. Upon completion of use of the facility, the Department will use industry accepted methods to sanitize/disinfect the area within the facility used for the administration of medication during the health emergency.
- 3) Without waiving any immunities, defenses, or protections provided by law, the County is responsible for the negligence of its employees or volunteers acting in the course and scope of employment/service; however, pursuant to section 421.062 of the Texas Government Code the Department/County is not responsible for any civil liability that arises from the furnishing of a service under this Interlocal contract.

**V. Obligations of the City**

- 1) The City will be responsible for dispensing medications to First Responders and staff.
- 2) The City will be responsible for maintaining the medication in a secure location and will store the medication in accordance with the Department's instructions so that the medication maintains its fitness for use.

**Interlocal Agreement between the  
City of Angleton and the  
Brazoria County Health Department  
For Mass Immunizations**

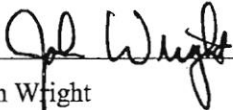
- 3) If the City is selected as a distribution site by Department, the City will allow the use of all rooms, fixtures, and equipment that are necessary during the period of the emergency.
- 4) If the City is selected as a distribution site by Department, the City will provide at least one person on-site during the period of emergency that has access to the rooms, fixtures and equipment being used during the emergency.
- 5) If the City is selected as a mass distribution site by Department, the City will supply or arrange for all equipment and personnel necessary for staffing, security, crowd control and other tasks.
- 4) Without waiving any immunities, defenses, or protections provided by law, the City is responsible for the negligence of its employees or volunteers acting in the course and scope of employment/service; however, pursuant to section 421.062 of the Texas Government Code the City is not responsible for any civil liability that arises from the furnishing of a service under this Interlocal contract
- 6) The City will return all undistributed medication to the Department.

**VI. Point Of Distribution Trailer**

- 1) The City has been issued one 6'X12' single axel cargo POD-trailer. The City will only use the POD-trailer during emergencies and for training. The City will be responsible for keeping the POD-trailer and the inventory shown on DA-form 2062 in a secure location.
- 2) The trailer and its inventory are the property of the Department and the City shall have no right, title, or legal interest in them except as has been described in this Interlocal Agreement.
- 3) The Department will conduct periodic inventories of the POD-trailer and its contents.
- 4) The City shall keep the Department informed as to the location of the POD-trailer.
- 5) The City shall inform the Department of any damage to the POD-trailer. If the damage is minor, such as, by way of example and not limitation, a flat tire or a burnt-out bulb, the City shall repair the POD-trailer. The Department is responsible for all other maintenance and upkeep unless the damage was caused by the City's negligence. The City will be responsible for repairs caused by the City's negligence.

Execution Page Follows

**Interlocal Agreement between the  
City of Angleton and the  
Brazoria County Health Department  
For Mass Immunizations**

  
\_\_\_\_\_  
John Wright  
Mayor, City of Angleton

5/13/25  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cathy Sbrusch, RN,BSN,CIC  
Director of Public Health Services  
Brazoria County Health Department

\_\_\_\_\_  
Date

5/1/2025



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.19.**

**5/27/2025**

---

Agreement between the Brazoria County Library System and the Brazosport Independent School District

---

Request approval of an agreement between the Brazoria County Library System and the Brazosport Independent School District for a free lunch program provided by the school district and distributed at the Brazosport branches of the library system:

- Clute
- Freeport
- Lake Jackson

Distribution months will be for June and July. The County Judge is hereby authorized to sign this agreement on behalf of Brazoria County.

## Memorandum of Understanding

The terms of the following Agreement have been agreed upon and understood by Brazosport Independent School District and Brazoria County.

By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BISD Nutrition Program.

### **The Program Partner, Brazosport Independent School District agrees to:**

Provide free meals to children 18 and under from June 2 through July 10, 2025.

Deliver meals to the library locations at the appointed dates.

### **The Program Partner, Brazoria County agrees to:**

Provide a space for children 18 and under to eat their meals on site at the following libraries from June 2 through July 10, 2025:

Clute: Tuesday-Thursday at 12:00 p.m – 1:00 p.m.

Freeport: Monday-Thursday at 12:00 p.m. – 1:00 p.m.

Lake Jackson: Monday-Thursday 11:30 am – 12:30 p.m. except the following dates:  
Thursday, June 19 and Wednesday, July 2.

This Agreement may be terminated at will by either party with written notice delivered to either party two weeks prior to the desired date.

Brazosport Independent School District

By: Amy Anderson

Printed Name: Amy Anderson

Title: Director of Child Nutrition, Brazosport ISD

Date: 5/20/25

Brazoria County

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

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

Title: County Judge

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



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.20.**

**5/27/2025**

---

2026 Beach Cleaning and Maintenance Assistance Program Resolution

---

The Court hereby adopts the attached Resolution as required by the Texas General Land Office to apply for assistance in the cleaning and maintaining of public beaches for the 2026 Beach Cleaning and Maintenance Assistance Program.

A certified copy of this Court Order shall be sent to Brazoria County Parks Department.



# RESOLUTION

**ON THIS 27th** day of May, 2025, the Commissioners of Brazoria County, Texas convened in Special Session at Angleton, Texas, with the following members present, constituting a quorum;

L.M. "Matt" Sebesta, Jr. - County Judge  
Jay Burrige, Commissioner - Precinct 1  
Ryan Cade, Commissioner - Precinct 2  
Stacy L. Adams, Commissioner - Precinct 3  
David Linder, Commissioner - Precinct 4

When among other business, the Court adopted the following **RESOLUTION**:

A Resolution in connection with the application of Brazoria County for State assistance in cleaning and maintaining public beaches for the period of September 1, 2025 to August 31, 2026; and

**WHEREAS**, the Texas General Land Office, Austin, Texas, requires each County making application for assistance in cleaning and maintaining public beaches to submit certain supportive documents; and

**WHEREAS**, each County, under Senate Bill 16, Acts of the 61st Texas Legislature, Second called Session, 1969, Article 5415d-1, Parks and Wildlife Laws, shall enter a resolution directing the highest administrative official to make application for funds and vesting that official with full authority to act for purposes of the program;

**NOW THEREFORE, BE IT RESOLVED**, by the Commissioners Court of Brazoria County, Texas;

**THAT** Brazoria County apply for State assistance in cleaning and maintaining its public beaches under Article 5415d-1; and

**THAT**, County Judge, the highest administrative official, be directed to make application for such funds with the understanding and approval of this Court, that the said L.M. "Matt" Sebesta, Jr., County Judge, shall be vested with full authority to act for purposes of the program.

**ADOPTED THIS** 27th day of May, 2025.

---

Brazoria County Judge

L. M. "Matt" Sebesta, Jr.

---

Commissioner, Precinct 1

Jay Burrige

---

Commissioner, Precinct 2

Ryan Cade

---

Commissioner, Precinct 3

Stacy L. Adams

---

Commissioner, Precinct 4

David Linder



# Application for the Beach Cleaning and Maintenance Assistance Program



## Fiscal Year 2026

(September 1, 2025 - August 31, 2026)

Texas General Land Office

Commissioner Dawn Buckingham, M.D.

P.O. Box 12873

Austin, Texas 78711-2873

[www.glo.texas.gov](http://www.glo.texas.gov)

1-800-998-4GLO

City or County making application (applicant):

# Brazoria County

Name and mailing address of administrative body responsible for beach cleaning:

Brazoria County Parks Department  
C/O Commissioners' Court  
41871 SH 288  
Angleton, TX 77515

Name, title, email address, and phone of official with day-to-day responsibility for project:

Bryan Frazier  
BryanF@brazoriacountytx.gov  
Director, Brazoria County Parks Department  
41871 SH 288  
Angleton, TX 77515  
979-864-1541

Name, title, mailing and email address, and phone of official authorized to receive state reimbursement:

Angela Dees  
Brazoria County Treasurer  
AngleaD@brazoriacountytx.gov  
237 E. Locust, Suite 404  
Angleton, TX 77515  
979-864-1354

The applicant understands and agrees that the requirements set forth in Section 61.069 of the Texas Natural Resources Code must be met, and the applicant expressly pledges and represents that it has met or will meet the requirements through the following:

1. The applicant has a duly constituted beach park board or like body with adequate authority to administer an effective program of keeping the public beaches under its jurisdiction clean. (OBA §61.069 (1))
2. The applicant shall provide for receipt of all project funds by its treasurer or like official who shall adequately safeguard such funds and assure same are expended solely for project purposes. The applicant agrees to reimburse the General Land Office for any project funds lost or spent for non-project purposes. (OBA §61.069 (2))
3. The applicant shall submit such reports as to amounts and types of project expenditures as may be required by the General Land Office. (OBA §61.069 (3))
4. The applicant provides free entrance to all public beaches within its jurisdiction. (OBA §61.069 (4))
5. The applicant operates and maintains one or more coastal parks which are satisfactory to the General Land Office with respect to size and facilities. (OBA §61.069 (5))



# Application for the Beach Cleaning and Maintenance Assistance Program

Total linear feet of beach to be cleaned 56,342

## Estimate of Expenses

|       |  |                        |
|-------|--|------------------------|
| 1.    | Equipment rental, litter and debris removal                              | <u>\$ 300,000.00</u>   |
| 2.    | Labor, litter and debris removal   | <u>520,000.00</u>      |
| 3.    | Signs, litter-related  | <u></u>                |
| 4.    | Supervision, litter and debris removal                                   | <u>80,000.00</u>       |
| 5.    | Solid waste collection and disposal, including<br>purchase of containers | <u>86,400.00</u>       |
| 6.    | Portable toilet rental and servicing                                     | <u>36,000.00</u>       |
| 7.    | Barricades, bollards, and traffic signs                                  | <u>2,880.00</u>        |
| 8.    | Lifeguard expenses   | <u></u>                |
| 9.    | Litter patrol expenses   | <u></u>                |
| 10.   | Beach patrol expenses  | <u>50,000.00</u>       |
| 11.   | Administration   | <u>10,800.00</u>       |
| TOTAL |  | <u>\$ 1,086,080.00</u> |

Amount of state assistance requested for current state fiscal year (may not exceed two-thirds of amount shown in line above as provided by Section 61.076 of the Texas Natural Resources Code): \$ 724,053.33

The General Land Office reserves the right to require of the applicant any additional evidence it may deem necessary for the approval of the application or management of the program.

Supporting documents: **(The application is incomplete unless the following documents are included.)**

**Mark the applicable box** as the corresponding document is included with the application.

- ☐ A current resolution authorizing application for funds and vesting an official with full authority to act for purposes of the program.
- ☐ A Texas Department of Transportation county map upon which are delineated the public beaches to be cleaned and the linear feet of beach therein.
- ☐ A site plan of applicant's beach park which meets the minimum requirements established by the state.
- ☐ A certified copy of documentation establishing a beach park board or like body.
- ☐ A current written statement attesting that the maintenance to be provided is consistent with the applicant's community adopted plan for Beach Access and Dune Protection.
- ☐ A current written statement acknowledging that compliance with the regulations for collection and expenditure of beach user fees, contained in Section 15.8 of the state's beach access and dune protection regulations, is a requirement of the program.
- ☐ A current written statement that the applicant will supply an adequate number of garbage and litter receptacles for that area of the beach which the applicant cleans and maintains in this program. Receptacles for recyclables are suggested, but not required.
- ☐ A current list, adopted by the governing body, of the equipment rates to be charged per hour or per day which also indicates whether with or without operator.
- ☐ A current beach-cleaning proposal describing the cleaning and maintenance operations at the beach.

Brazoria County acting by and through Commissioners' Court  
Applicant Official

hereunto duly authorized, submits this application and certifies its contents are true and correct, and agrees to the above terms and conditions.

by L.M. "Matt" Sebesta, Jr.  
Name Signature  
Brazoria County Judge  
Title Date  
May 27, 2025





3,027 l.f. of beach from Quintana Jetty to  
Quintana Fishing Pier

Google Earth

Imagery Date: 2/25/2023 28°56'04.43" N 95°18'18.72" W elev 0 ft eye alt 4689 ft





Approximately 1,550 l.f. in front of San Luis Pass County Park

Approximately 49,125 l.f. from end of Freeport annexed portion to end of County maintenance at Treasure Island

Approximately 2,640 l.f. from end of Village of Surfside annexed portion to start of Freeport annexed portion

Image © 2025 Airbus

Google Earth

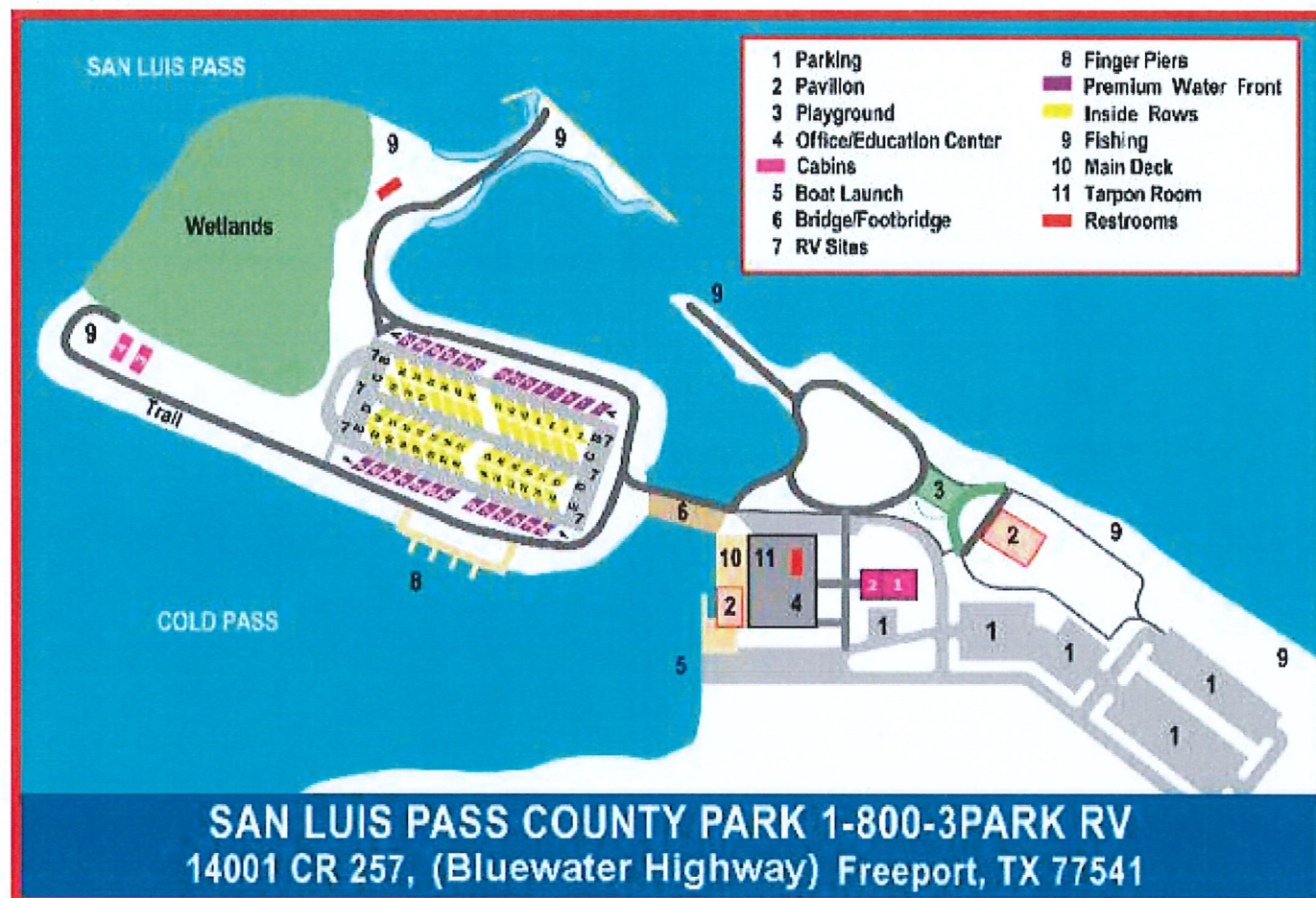
Imagery Date: 12/16/2023 29°04'55.05" N 95°18'15.49" W elev 0 ft eye alt 10.35 mi







## San Luis Pass Map



**Certification of Established  
Board of Park Commissioners**

The Commissioners Court of Brazoria County hereby certifies that a seven-member Board of Park Commissioners has been established on April 13<sup>th</sup>, 1981 and appointed for the purposes of acquiring, improving, equipping, maintaining, financing and operating county parks and beaches within Brazoria County, as outlined in the State Statutes, TEX.LOC.GOV'T CODE, 320.001 et seq., subject to the supervision and approval of the Commissioners Court.

The Brazoria County Board of Park Commissioners is appointed by the Commissioners Court to provide strategic advisory leadership and consultative services, and to ensure that all geographic regions of the county are represented on matters pertaining to parks, green space, recreation, resource protection, tourism, historic and cultural preservation, public beaches, park facilities, economic activity, stewardship, maintenance, and other matters pertaining to the operations, oversight, access and conservation of public park lands, which are managed by Brazoria County Parks Department. The Commissioners Court appointed the Brazoria County Parks Department to operate and maintain the Quintana Beach County Park which provides facilities as per Texas General Land Office guidelines. San Luis Pass County Park operates similarly to Quintana Park. Brazoria County provides free public beaches in its jurisdiction.

Approved by Brazoria County Commissioners Court

---

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

---

**May 27, 2025**  
Date



## BMR Equipment List - Brazoria County

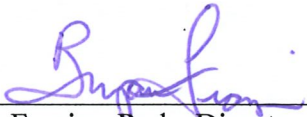
5/8/2025  
Page 1 of 1

| BMR Equipment List |            |      |               |  |                |                              |         |        |                          |
|--------------------|------------|------|---------------|--|----------------|------------------------------|---------|--------|--------------------------|
| FISCAL YEAR        | INVENTORY# | YEAR | MAKE          | SPECIFICATION  | LIST USED CODE | LIST DESCRIPTION             | RATE    | UNIT   | IS THE OPERATOR INCLUDED |
| FY2026             | 112        | 2015 | Chevy         | Truck, Pickup, Chevy, 1 Ton, 3500 Express, 4WD           | FEMA           | 8808 Truck, Pickup           | \$31.81 | Hourly | No                       |
| FY2026             | 114        | 2015 | Chevy         | Truck, Pickup, Chevy, 1 Ton, 3500 Express, 4WD           | FEMA           | 8808 Truck, Pickup           | \$31.81 | Hourly | No                       |
| FY2026             | 136        | 2013 | Ford          | Automobile, Ford Expedition, 4WD                         | FEMA           | 8077 Automobile              | \$30.20 | Hourly | No                       |
| FY2026             | 148        | 2013 | Ford          | Van, Cargo, Ford, E-350                                  | FEMA           | 8748 Van, Cargo              | \$26.01 | Hourly | No                       |
| FY2026             | 176        | 2017 | Chevy         | Truck, Pickup, Chevy, 1500, 4WD                          | FEMA           | 8807 Truck, Pickup           | \$27.78 | Hourly | No                       |
| FY2026             | 178        | 2017 | Chevy         | Truck, Pickup, Chevy, 1500, 4WD                          | FEMA           | 8807 Truck, Pickup           | \$27.78 | Hourly | No                       |
| FY2026             | 180        | 2018 | Dodge         | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD                   | FEMA           | 8807 Truck, Pickup           | \$27.78 | Hourly | No                       |
| FY2026             | 188        | 2019 | Dodge         | Truck, Pickup, Ram, 3/4 Ton, 2500, 4WD                   | FEMA           | 8807 Truck, Pickup           | \$27.78 | Hourly | No                       |
| FY2026             | 194        | 2013 | Ford          | Truck, Pickup, Ford, F150                                | FEMA           | 8071 Truck, Pickup           | \$25.80 | Hourly | No                       |
| FY2026             | 196        | 1998 | GMC           | Truck, Pickup, GMC, 3/4 Ton, 2500, 4WD                   | FEMA           | 8807 Truck, Pickup           | \$27.78 | Hourly | No                       |
| FY2026             | 216        | 2011 | John Deere    | Tractor, Utility 5093-E, 100HP, 4WD, With Front-End Load | TXDOT          | 240030 TRACTOR, FRONT END LO | \$50.00 | Hourly | No                       |
| FY2026             | 812        | 2021 | Tandom Util   | Trailer, 12' Utility, Bumper pull, Trailer               | FEMA           | 8600 Trailer, Equipment      | \$15.22 | Hourly | No                       |
| FY2026             | 1812       | 2016 | Land Price    | Grapple/Grabbber Attachment                              | FEMA           | 8820 Grapple                 | \$ 2.17 | Hourly | No                       |
| FY2026             | 2099       | 2016 | York          | 15' Rake, Beach Rake (3 each)                            | FEMA           | 8638 Rake                    | \$19.55 | Hourly | No                       |
| FY2026             | 2321       | 2015 | Tom's Utility | Trailer, 22' Utility, Bumper pull, Trailer               | FEMA           | 8600 Trailer, Equipment      | \$15.22 | Hourly | No                       |
| FY2026             | 4432       | 2021 | New Holland   | Tractor, Workmaster, 75HP, 2500 rpm, YDC04432            | TXDOT          | 240030 TRACTOR, FRONT END LO | \$50.00 | Hourly | No                       |
| FY2026             | 2118       | 2022 | Massey Ferg   | 4707 Tractor, Front End Loader                           | TXDOT          | 240030 TRACTOR, FRONT END LO | \$50.00 | Hourly | No                       |
| FY2026             | 904        | 2011 | Hyundai       | Tractor, Pay Loader (Large Front End Loader)             | TXDOT          | 240030 TRACTOR, FRONT END LO | \$50.00 | Hourly | No                       |

## BRAZORIA COUNTY BEACH CLEANING PROPOSAL FY 2026

Brazoria County will undertake the following beach maintenance and management measures.

1. Seaweed, tree limbs and organic debris will be raked as needed to maintain safe conditions for public use from the beach and deposited in the dunes in the following areas:
  - All of the beach between the Surfside City limits and the beach access road at the San Luis Beach subdivision
  - All of the pedestrian beach at Quintana Beach County Park, from the jetties to the county fishing pier
  - Beach areas immediately adjacent to all beach access roads from the San Luis Beach Subdivision to the Brazoria County line at San Luis Pass
  - Inter-local agreement to clean approximately 2 miles of beach along Town of Quintana (Brazoria County will not seek GLO reimbursement of this 2-mile beach maintenance arrangement with the Town of Quintana.)
2. In all other areas seaweed and tree limbs deposited by the surf will be allowed to remain on the beach to build sand deposits and naturally enrich the beach. In these areas the County will maintain vehicular access by grading a portion of the natural debris seaward/landward if necessary to create a traffic lane for vehicles.
3. Trash containers will be placed on the beach and emptied weekly in the following areas:
  - From the Brazoria County line at San Luis Pass to the Surfside City limits
  - From the Quintana Jetties to the pier
  - From the pier to Town of Quintana Beach westernmost access road (no GLO reimbursement sought for this 2-mile stretch of Town of Quintana Beach)
4. Chemical toilets will be maintained on the beach at the following locations:
  - From the Surfside City limits to the San Luis Beach subdivision
  - At the beach access road adjacent to the Quintana Beach County Park fishing pier
  - On the County beach at the beach access road adjacent to the Freeport City limits
5. Beach access roads will be kept free of sand and seaweed that washes into them during extreme high tides by grading the sand and/or seaweed back onto the beach.

  
 \_\_\_\_\_  
 Bryan Frazier, Parks Director  
 Brazoria County Parks Department

\_\_\_\_\_  
 Date





Life's better outside.®

March 11, 2015

Bryan Frazier  
Director of Parks  
Brazoria County Parks Department  
313 W. Mulberry  
Angleton, TX 77515

Commissioners

Dan Allen Hughes, Jr.  
Chairman  
Beeville

Ralph H. Duggins  
Vice-Chairman  
Fort Worth

T. Dan Friedkin  
Chairman-Emeritus  
Houston

Roberto De Hoyos  
Austin

Bill Jones  
Austin

James H. Lee  
Houston

Margaret Martin  
Boerne

S. Reed Morian  
Houston

Dick Scott  
Wimberley

Lee M. Bass  
Chairman-Emeritus  
Fort Worth

Carter P. Smith  
Executive Director

RE: Public Beach Adjacent to the Follets Island Conservation Initiative

Dear Mr. Frazier,

This letter is to confirm that the Brazoria County Parks Department maintains the public beach adjacent to the Follets Island Conservation Initiative (formerly known as and often still referred to the former Christmas Bay State Park) purchased by Brazoria County with Coastal Impact Assistance Program funding and donated to Texas Parks and Wildlife Department for stewardship. This portion of the beach is in the Brazoria County's beach cleaning and maintenance plan and includes activities associated with public access and beach maintenance (i.e. the cleaning or removal of debris from the beach by hand picking, raking, or mechanical means).

If you have any questions or need additional information, please do not hesitate to contact me at (281) 534-0132.

Sincerely,

Cherie O'Brien  
Texas Parks and Wildlife Department



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.21.**

**5/27/2025**

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Advertise Bids for Equipment Rental

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Approval to advertise bids for "Equipment Rental" for Brazoria County.

In addition, expenditures for the rentals will utilize funds from the departments approved fiscal 2026 budget.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.22.**

**5/27/2025**

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Cancel Award for "ITB #25-38 High Density Polyethylene Pipe and High-Performance Polypropylene Pipe and Fittings"

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Approval to cancel award to O'Day Rental & Supply Inc., of Pearland, Texas for "ITB #25-38 High Density Polyethylene Pipe and High-Performance Pipe and Fittings" awarded through Court Order I.11 dated April 8, 2025. This is a request from the vendor, it is cost prohibitive for their supplier to deliver less than truckload quantities; therefore, they are unable to deliver small quantity orders as stated in the bid specifications.

In addition, the County can utilize the Region 6 Education Service Center (ESC 6) cooperative contract for future orders.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.23.**

**5/27/2025**

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Amend Court Order I.9 Dated May 13, 2025 - Award ITB 25-40 Treated Bridge Timbers

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Approval to amend Court Order I.9 dated May 13, 2025 "Award ITB #25-40 Treated Bridge Timbers" to correct the awarded vendor's name.

Awarded vendor name should read AgH20 Holdings, LLC



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.24.**

**5/27/2025**

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### Federal Surplus Property Program

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Approve continued participation in the Federal Surplus Property Program for a three (3) year period beginning August 2, 2025. Current eligibility expires August 1, 2025.

Further, approve County Judge L.M. "Matt" Sebesta, Jr. and Susan Serrano, Purchasing Director, to be authorized representatives for the program and authorize the County Judge to sign the attached Application for Eligibility, after review by the District Attorney's Office, and that the final document be authorized to attach to the Minutes.



# FEDERAL SURPLUS

## APPLICATION FOR ELIGIBILITY

### INSTRUCTIONS FOR COMPLETING THE APPLICATION TO RECEIVE FEDERAL SURPLUS PROPERTY (41 CFR 102-37)

- Complete pages 2-7 and return per the instructions at the bottom of this page.
- Page 6 must be signed by your organization's AUTHORIZING OFFICIAL. An "Authorizing Official" is the chief executive or financial officer for the applicant organization with authority to execute legal documents on your organization's behalf.
- Some organizations must submit supporting documentation with the application. See pages 9-12 for details.
- Public/government agencies are eligible. Certain nonprofit organizations, Veterans Service Organizations, Service Educational Activities, volunteer fire/EMS/search & rescue departments and small businesses may also qualify. To determine if your organization may be eligible, please refer to the categories listed on pages 2 and 9-12 or contact us.
- All organizations must reapply every three (3) years.
- INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. IF YOU HAVE QUESTIONS OR NEED ASSISTANCE, PLEASE CONTACT US AT (512) 962-4167 OR [federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov).
- Narrative Forms, Add/Delete Representative Forms, and all other program forms are available for download from the "Forms" section of our website: [www.SurplusTexas.gov/federal](http://www.SurplusTexas.gov/federal).
- Instructions for completing page 2:
  - **SECTION I:** Provide the full legal name of your organization and Federal Employer ID #. Provide the complete mailing address of your organization as recognized by the U.S. Postal Service. If the street address is different from the mailing address, provide that address or directions if located on a rural or remote area. Provide a phone number (required), fax number (optional) and an email address (required). E-mail addresses provided will receive notices about program updates, account status, compliance actions, and available property.
  - **SECTION II:** Check the box that best describes your organization's type or primary purpose. If you are unable to determine which box to check, please see pages 9-12 for an explanation of the eligibility requirements for each type of organization or contact our office for assistance.
  - **SECTION III:** Check only one box.
  - **SECTION IV:** Indicate source(s) of funding for your organization. Depending on your organization type, you may need to include a description of programs/services and facilities and/or supporting documentation regarding funding source(s). Public agencies (i.e., cities, counties, state agencies, public schools) are not required to submit additional documentation for this section.
  - **SECTION V:** Nonprofit organizations must provide a current, valid IRS Tax Exemption Letter indicating your organization is exempt under Section 501 of Internal Revenue Code. The name of the organization on the IRS letter must match the name provided in Section I of this application. If not, applicant must include sufficient evidence, such as amendments to Articles of Incorporation or Assumed Name filing certificates, to establish the connection. Public/government agencies, small businesses, Veterans Service Organizations, and VFDs are not required to submit documentation for this section.
  - **SECTION VI:** Most nonprofit organizations are required to submit evidence of current approval, accreditation or license from a nationally recognized accrediting or licensing organization. SBA 8(a) and Veteran owned small businesses must submit proof of approval from the SBA. Public/government agencies and VFDs are not required to submit additional documentation for this section.

### **SUBMIT PAGES 2-7 OF APPLICATION TO:**

*Applications may be emailed, faxed or mailed.*

TEXAS FACILITIES COMMISSION  
FEDERAL SURPLUS PROPERTY PROGRAM  
P.O. BOX 13047  
AUSTIN, TX 78711-3047  
TEL: (512) 962-4167 FAX: (512) 236-6173  
[federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov)

**For more information about the Federal Surplus Property Program and to view available inventory, please visit: [www.SurplusTexas.gov/federal](http://www.SurplusTexas.gov/federal).**



# FEDERAL SURPLUS

## APPLICATION FOR ELIGIBILITY

### I. ORGANIZATION NAME & INFORMATION:

Brazoria County 74-6000044  
LEGAL NAME OF ORGANIZATION (include DBA name if applicable) FEDERAL EMPLOYER ID (EIN)

237 E. Locust Street, Suite 406 Angleton TX 77515  
STREET ADDRESS (no P.O. Boxes) CITY STATE ZIP CODE

237 E. Locust Street, Suite 406 Angleton TX 77515  
MAILING ADDRESS (if different from above) CITY STATE ZIP CODE

Brazoria 979-864-1825 N/A  
COUNTY PHONE # FAX #

FISCAL YEAR END DATE: September 30, 2025 EMAIL: sserrano@brazoriacountytx.gov

### II. TYPE/PURPOSE OF ORGANIZATION: (Check the box that best describes your organization. See pages 9-12 for requirements for specific types of organizations.)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> City   | <input type="checkbox"/> Public School, School District or ESC                     | <input type="checkbox"/> Volunteer Fire Dept., EMS or Rescue Squad      |
| <input checked="" type="checkbox"/> County  | <input type="checkbox"/> Open-Enrollment Charter School                            | <input type="checkbox"/> Emergency Services District                    |
| <input type="checkbox"/> State Agency   | <input type="checkbox"/> College or University                                     | <input type="checkbox"/> Provider of Assistance to Impoverished Persons |
| <input type="checkbox"/> Economic Development or COG                              | <input type="checkbox"/> Child Care Center or Pre-school                           | <input type="checkbox"/> Provider of Assistance to Homeless Persons     |
| <input type="checkbox"/> Educational Radio or TV Station                          | <input type="checkbox"/> Foster Care or Adoption Services                          | <input type="checkbox"/> Program Funded for Older Americans             |
| <input type="checkbox"/> Library  | <input type="checkbox"/> Service Educational Activity (e.g., Scouts)               | <input type="checkbox"/> SBA 8(a) Business                              |
| <input type="checkbox"/> Museum   | <input type="checkbox"/> Residential Treatment Center                              | <input type="checkbox"/> Veteran Owned Small Business                   |
| <input type="checkbox"/> Zoo, Planetarium or Aquarium                             | <input type="checkbox"/> Health Center (i.e., clinic, hospital)                    | <input type="checkbox"/> Veterans' Service Organization                 |
| <input type="checkbox"/> Conservation<br>(i.e., soil, water, or utility district) | <input type="checkbox"/> Sheltered Workshop / Vocational<br>Rehabilitation Program | <input type="checkbox"/> Historic Light Station                         |

### III. APPLICANT STATUS: (check one)

- ☒ Public/Government agency (includes public schools & vol. fire depts.) ☐ Small business ☐ Nonprofit organization

### IV. SOURCE(S) OF FUNDING: ☒ Tax-supported ☒ Grants ☐ Contributions ☐ Other: \_\_\_\_\_

### V. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1986? (Required for nonprofit organizations only) ☐ Yes ☐ No

### VI. IS THE ORGANIZATION APPROVED, ACCREDITED, OR LICENSED? ☐ Yes ☒ No

(Required for nonprofit education or health organizations, conservation organizations, Veterans' Service Organizations, small businesses, and Service Educational Activities.)

IF YES, BY WHAT AUTHORITY? \_\_\_\_\_




## AUTHORIZED REPRESENTATIVES

- I. All representatives listed in prior applications or account updates will be deleted from the account.
- II. An "Authorized Representative" is a person authorized to sign for the release of property on your organization's behalf.  
**Authorized Representatives must sign in the "Signature" space below to sign for the release of property.**
- III. Those who sign below represent that they have read and understand all information contained in this application (including the fine print) and they will abide by the conditions, agreements, certifications, assurances and statements.
- IV. Persons listed below without a signature may visit our warehouses and will receive email notices regarding program updates, account status, compliance actions, and available property, but will not be able to sign for the release of property.
- V. Valid driver's license or state issued photo ID may be required prior to entering state or federal facilities.
- VI. **The Authorizing Official (signing on page 6 of the application) will automatically be included as an Authorized Representative unless indicated below:**

a. \_\_\_\_\_ (initial here) I, as the Authorizing Official, do NOT want to be an Authorized Representative able to sign for property. (Leave blank if the Authorizing Official should be an Authorized Representative.)

**IMPORTANT NOTE REGARDING SIGNATURES:** Unauthenticated digital signatures, signature stamps or signature images will not be accepted. A physical signature is preferred. If a physical signature cannot be obtained, we can also accept digital signatures authenticated by a third party such as Docu-Sign or Adobe Acrobat.

| <u>FIRST &amp; LAST NAME</u> | <u>TITLE</u>        | <u>PHONE &amp; EMAIL ADDRESS</u>              | <u>SIGNATURE</u>  |
|------------------------------|---------------------|---|---|
| (example) John Doe           | County Judge        | (512) 123-4567<br>John.doe@gmail.com          |  |
| L.M. "Matt" Sebesta, Jr.     | County Judge        | 979-864-1200<br>matts@brazoriacountytx.gov    |   |
| Susan Serrano                | Purchasing Director | 979-864-1825<br>sserrano@brazoriacountytx.gov |   |
|                              |                     |   |   |
|                              |                     |   |   |
|                              |                     |   |   |
|                              |                     |   |   |
|                              |                     |   |   |
|                              |                     |   |   |
|                              |                     |   |   |
|                              |                     |   |   |

# NONDISCRIMINATION ASSURANCE

Brazoria County, the donee, agrees that the program for or in connection with  
(Legal name of applicant organization)

which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2 and 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, Section 303 of the Age Discrimination Act of 1975, and the Civil Right Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

COUNTY/COUNTIES SERVED BY APPLICANT ORGANIZATION: Brazoria County

## PAYMENT INFORMATION

Payment is due 30 days from the invoice date. Payment for property must be in the form of a check or credit card from the account of your organization (or parent/charter organization). A "Refund Policy Agreement for Credit Cards" must be signed by the Authorizing Official and submitted prior to the initial transaction. Credit card payments must be made in person at an FSP warehouse for the full amount of the invoice and, the credit card being used must match the name of the donee organization. **State agencies** must pay via Interagency Transaction Voucher (ITV). Our agency code is 303. If you have questions about how to submit a payment, please contact us at 512-962-4167 or [federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov).

**NEW ACCOUNTS** for **nonprofit organizations, small businesses, and volunteer fire / EMS / search & rescue departments**, please submit the following with your application:

- A voided check or deposit slip, copy of recent bank statement or letter from bank certifying payment account name. The name on the account must match the name on your application and IRS letter (if applicable). If your organization has a "DBA" that you will be submitting payment under and that is *not* listed on your IRS letter, then you must submit evidence that your "DBA" has been registered with the proper authority.
- If a parent/charter organization will be submitting payment on your behalf, then you must also provide an explanation of the relationship between your organization and parent organization.

**ACCOUNT RENEWALS** for **nonprofit organizations, small businesses, and volunteer fire / EMS / search & rescue departments**, please check one of the following:

- ☒ Our organization will continue using the same payment account in our organization's name.
- ☐ Our organization will have a parent organization pay on our behalf.

Name of Parent Organization: \_\_\_\_\_

Relationship: \_\_\_\_\_

**ALL** applicant organizations must provide a payment point of contact who will receive notices regarding overdue payments:

Name: Kaysie Stewart Title: County Auditor

Email: kstewart@brazoriacountytexas.gov Phone: 979-864-1275

# DONEE CERTIFICATIONS & AGREEMENTS

**NOTE:** "State agency" = Texas Facilities Commission; "Donee" = your organization

## (a) THE DONEE CERTIFIES THAT:

(1) It is a public agency, a nonprofit institution or organization exempt from taxation under section 501 of the Internal Revenue code of 1954, a Veteran-Owned Small Business or an SBA 8(a) business; within the meaning of section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration (GSA), the Department of Veterans Affairs (VA) or Small Business Administration (SBA).

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals, or SEA organizations, or assistance to homeless/impooverished, or assistance to Veterans.

(3) If an SBA 8(a) business or Veteran-Owned Small Business, the business is located and operated within the State, and that it will use the acquired surplus personal property in the normal conduct of its business activities. Personal or non-business use is prohibited.

(4) The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency and GSA.

(5) Funds are available to pay all costs and charges incident to donation.

(6) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Right Restoration Act of 1987.

(7) In accordance with 28 C.F.R. Section 42.401-42.415, the Federal Surplus Property Program collects information related to a donee's race and national origin in order to provide GSA officials, upon request, with enough information for determining compliance with applicable civil rights laws. Data is collected for those donees who; (1) are eligible to participate in the FSP Program; (2) those actually participating in the recipient's programs and activities; (3) those denied participation in the recipient's program.

**(8) If an SBA 8(a) business, the terms identified in (b), (c), and (d) may not apply. SBA 8(a) businesses must follow SBA guidelines.**

## (b) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt. Property shall be continued in use for such purposes for at least one year from the date the property was placed in use. Some property must be used longer than one year (see Section (c)). In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) or property.

(3) In the event the property is not used or handled as required by (b)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

## (c) THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS, APPLICABLE TO ITEMS WITH A UNIT ORIGINAL ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST. THE FOLLOWING CONDITIONS DO NOT APPLY TO VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use. *Not applicable to Service Educational Activities (SEAs).*

(3) In the event the property is not used or handled as required by (b)(1) and (2) and (c)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

## (d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS, AND RESTRICTIONS:

(1) From the date it receives the property and through period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) and (f), or the State agency under (c) and (f). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property shall be remitted promptly by the donee to GSA or the State agency, as the case may be. SBA 8(a) businesses and Veteran-Owned Small Businesses must also obtain prior approval from SBA in addition to the State agency and GSA.

(2) In the event any of the property is sold, traded leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency, shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b), (c) and (f) remain in effect, any of the property is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property and on other pertinent matters as may be required time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (c) and the State terms, reservations, and restrictions pertinent thereto in (d) by payment of any amount as determined by the State agency.

## (e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind, and the Government of the United States of America, the State of Texas, its agencies or assigns, and employees thereof will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of any amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

## (f) THE DONEE AGREES TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document or other agreements executed by the authorized donee representative.

**(g) THE DONEE CERTIFIES** by signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

**(h) THE DONEE UNDERSTANDS** that by execution of this document, it is considered a sub recipient of federal financial assistance pursuant to the Single Audit Act of 1984 and further agrees to provide the State agency with results of the audit required by 2 CFR 200.

**(i) THE DONEE UNDERSTANDS** that e-mail addresses provided may receive notices about program updates and available property. **Additionally, information on property donated to your organization, including pictures and service charge(s) paid, may be used by Federal Surplus Property Program for marketing and outreach purposes.**

## PROPERTY COMPLIANCE PERIOD

Participating organizations (referred to as “donees”) are required to use the property obtained through the program for a specific amount of time before the property can be sold, transferred or otherwise disposed of. The compliance period is often determined by the “original acquisition cost” of the item. The “original acquisition cost” is defined as the amount the federal government paid when it was initially purchased.

- Property must be used for the program(s) approved for participation in the Federal Surplus Property program.
- All property must be placed into use within one year of the invoice date.
- Property is considered “in use” as soon as it is ready and able to serve its intended purpose.
- The compliance period varies according to item and donee type but is **at least** 12 months from date put into use.
  - For property valued at less than \$5,000 in original acquisition cost, the compliance period is 12 months from the date put into use.
  - For property valued at \$5,000 or more in original acquisition cost and all passenger motor vehicles, the compliance period is 18 months from the date put into use. *Not applicable to Service Educational Activities.*
- TFC staff performs scheduled and unscheduled onsite property compliance visits to ensure the property is being used as represented. The donee agrees to make the property available for visual inspection by TFC staff in a timely manner.
- If the property is not paid for in full or is not being used or handled as required, the donee will be required, at its expense, to return the property to TFC or offer for transfer to another donee, as instructed by TFC.
- Property must be used and stored at the street address listed on page 2 of this application, or at other appropriate donee-managed satellite locations in Texas (for example, county precinct barns, district fire stations, school campuses, maintenance/transportation warehouse). Property may not be removed indefinitely from an approved location, or from the State of Texas, without prior, written approval from TFC.
- Property may not be stored at a personal residence, unrelated business or storage facility, or any other location that is not managed by the donee organization. Property is not for personal use; it must be readily accessible to all donee staff.
- Donees are required to complete reports regarding property use as a condition of participating in the program.
- **During the compliance period, the donee may not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior, written approval of TFC and/or GSA. SBA approval may also be required for small businesses.**
- **If property is sold, transferred, or otherwise disposed of during the compliance period, the donee may be subject to penalties and fines, as well as possible state or federal prosecution.**

**IMPORTANT NOTE FOR SBA 8(a) APPLICANTS:** If applying as an SBA 8(a) business, I understand that the property compliance terms identified above do not apply to my business and that as an SBA 8(a) business I must follow SBA property compliance guidelines. Additionally, I understand that I may not have access to certain items – including aircraft or property with an original acquisition cost of \$5,000 or more – if my business is due to graduate from the SBA 8(a) program with insufficient time to cover the entire federally required compliance period for that item.

**IMPORTANT NOTE FOR VETERAN OWNED SMALL BUSINESS APPLICANTS:** If applying as a veteran-owned small business, I certify that the small business is unconditionally owned and controlled by one or more eligible veterans, service-disabled veterans, or surviving spouses; and the business has registered, and is in “certified” status in the SBA’s Dynamic Small Business Search under the procedures found in 13 CFR § 128.

**IMPORTANT NOTE REGARDING SIGNATURES:** Unauthenticated digital signatures, signature stamps or signature images will not be accepted. A physical signature is preferred. If a physical signature cannot be obtained, we can also accept digital signatures authenticated by a third party such as Docu-Sign or Adobe Acrobat.

**I certify that the information provided on this application is accurate and up to date to the best of my knowledge. I understand and agree to the terms and conditions listed on pages 2-6 of the “Application for Eligibility” including terms regarding nondiscrimination, property compliance & reporting, and the Certifications & Agreements. I also certify that I have executive authority to execute legal documents on behalf of the applicant organization.**

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

FIRST & LAST NAME (typed or printed)

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

TITLE

X

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZING OFFICIAL**

(ex. Chief Executive or Financial Officer, Mayor/City Manager, County Judge, Superintendent, President, Fire Chief)

\_\_\_\_\_  
**DATE**

# DONEE PROPERTY REQUEST LIST

*\*Section now required*

Donee Organization Name: Brazoria County

Please use the checkboxes and lines below to record items desired by your organization.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Aircraft & aircraft parts    | <input type="checkbox"/> Boats & marine equipment   | <input type="checkbox"/> Camping equipment              |
| <input type="checkbox"/> Cargo trucks                 | <input type="checkbox"/> Clothes, shoes & personal gear   | <input type="checkbox"/> Electronics                    |
| <input type="checkbox"/> Engines                      | <input type="checkbox"/> Forklifts  | <input type="checkbox"/> Furniture                      |
| <input type="checkbox"/> Generators & compressors     | <input type="checkbox"/> Heavy equipment  | <input type="checkbox"/> Kitchen equipment              |
| <input type="checkbox"/> Medical equipment & supplies | <input type="checkbox"/> Musical instruments & equipment  | <input type="checkbox"/> Office equipment & supplies    |
| <input type="checkbox"/> Passenger vehicles           | <input type="checkbox"/> Rescue & safety equipment  | <input type="checkbox"/> Storage, containers & shelters |
| <input type="checkbox"/> Tanks & pumps                | <input type="checkbox"/> Tools & shop equipment   | <input type="checkbox"/> Trailers                       |
| <input type="checkbox"/> Vehicle parts & accessories  | <input type="checkbox"/> Other (please be as specific as possible (e.g., make, model, size, type, etc.) |   |

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Who should we contact when the requested property becomes available?

|              |              |
|--------------|--------------|
| Name: _____  | Title: _____ |
| Email: _____ | Phone: _____ |
| Name: _____  | Title: _____ |
| Email: _____ | Phone: _____ |

## DONEE FEEDBACK SURVEY

*Completing this section is optional but highly encouraged*

How did you hear about us?

- ☐ Co-worker    ☐ VA    ☐ SBA    ☐ Email broadcast    ☐ From another similar organization
- ☐ At an event (please specify): \_\_\_\_\_
- ☒ Other (please explain): previous membership

Where would you prefer to shop?

- ☐ San Antonio Warehouse    ☐ Fort Worth Warehouse    ☒ Both

How do you prefer to shop? (check as many as you like)

- ☒ Looking at the "New Arrivals & Specials" email broadcasts    ☒ Browsing our online inventory
- ☒ In-person at the warehouse

What attracted you to using the FSP program (when compared to buying brand new)? (check as many as you like)

- ☐ Low fees    ☐ Variety/type of items available    ☐ Ability to submit requests
- ☒ Convenience/quicker process compared to your organization's traditional purchasing process
- ☐ Level of customer service/past positive experience with Federal Surplus Property Program
- ☐ Only option due to limited budget    ☐ Other (please explain) \_\_\_\_\_



# FEDERAL SURPLUS

## REFUND POLICY AGREEMENT FOR CREDIT CARDS

*Submitting this page with your organization's application is optional and can be submitted at any time prior to making credit card payments.*

The Federal Surplus Property Program has recently received approval to accept credit card payments from our donee organizations. We are excited to offer our donees an additional option for making payments for invoices and hope that this added ability will benefit your organization.

**NOTE: The physical credit card being used must match the name of the donee organization.**

| Donee Account Name |
|--------------------|
|                    |

*This agreement must be signed by the donee's Authorizing Official prior to making any credit card payments. Once completed, this form will be uploaded to the donee's account and added to their eligibility file.*

I understand that credit card payments will only be accepted in person at one of the federal surplus warehouses and no credit card refunds will be given for returns of property paid for by credit card. Credit towards other invoices will be available. **There are no exceptions to this policy.** If you do not wish to sign this agreement, you may continue to make payments with a check in your organization's name.

**FIRST & LAST NAME**

*(Printed or typed)*

**TITLE**

**SIGNATURE OF AUTHORIZING OFFICIAL**

*(e.g., Chief Executive or Financial Officer,  
Mayor/City Manager, County Judge, Superintendent,  
President, Fire Chief)*

**DATE**

**FORT WORTH WAREHOUSE**

2826 North Beach Street  
Fort Worth, TX 76111  
Phone: (817) 831-6767  
Fax: (817) 838-6428  
[fortworth.surplus@tfc.texas.gov](mailto:fortworth.surplus@tfc.texas.gov)

**SAN ANTONIO WAREHOUSE**

2103 Ackerman Road  
San Antonio, TX 78219  
Phone: (210) 661-2381  
Fax: (512) 236-6186  
[sanantonio.surplus@tfc.texas.gov](mailto:sanantonio.surplus@tfc.texas.gov)



## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation.  
Questions? Please contact us at (512) 962-4167 or [federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov).

### **Government or Public Agency**

1. Public agency includes (a) State or department, agency, or instrumentality thereof; (b) Political subdivision of the state, including any unit of local government or economic development district or any department, agency or instrumentality thereof; or (c) Instrumentality created by contract or other agreement between states or political subdivisions. Public agency purposes include, but are not limited to, programs such as conservation, economic development, education, parks and recreation, public health and public safety, and to provide services to homeless or impoverished persons.
2. Cities, counties, state agencies and public schools are NOT required to submit any additional documentation.
3. Other public agencies must submit proof of public agency status (i.e., charter or statute creating agency or evidence of tax-supported status) and/or a narrative describing the services provided by agency. See other categories listed below for details.

### **Emergency Services District**

1. Required additional documentation that must be submitted with application:
  - a. Narrative that contains information on the department, including:
    - i. number of firefighters and/or emergency services personnel;
    - ii. geographical area(s) covered; and
    - iii. training schedule.
  - b. Proof of Public Agency Status (i.e., election results, charter, enabling legislation, reference in state or local law, organizing document, or other evidence of approval by proper government authority or tax-supported status).  
(Required for initial application; may not be required for account renewal if still on file.)

### **Volunteer Fire Department, Search & Rescue, or Emergency Medical Services**

1. To be eligible under this category, must be funded annually in whole or part by state, county, city or emergency services district. "Funding" may be in the form of monetary support or the provision of other support (e.g., facilities, vehicles/equipment). Must submit funding information annually.
2. Required additional documentation that must be submitted with application:
  - a. Narrative that contains information on the department, including:
    - i. number of firefighters and/or emergency services personnel;
    - ii. geographical area(s) covered; and
    - iii. training schedule.
  - b. Evidence that department is endorsed by AND receives funding from a government entity, such as the state, county, city or emergency services district. Examples: letter of endorsement from the head of the government entity (e.g., county judge, city mayor/administrator, or ESD president) or a copy of a current, signed contract.
  - c. Signed articles of incorporation, bylaws, charter or other organizing document (*optional*).

### **Conservation (includes both public agencies and nonprofits)**

1. Includes soil, water, irrigation, and utility districts, and nonprofit water supply corporations. Must be a public agency (i.e., city-owned) or nonprofit organization. For-profit organizations do not qualify under this category.
2. Required additional documentation that must be submitted with application: (Required for initial application. May not be required for account renewal if still on file.)
  - a. Certificate of approval or charter from proper authority demonstrating services are provided to the public (i.e., Certificate of Convenience and Necessity from Texas Commission on Environmental Quality or Public Utility Commission, or creation documentation/charter/enabling legislation).
  - b. (*Nonprofits only*) IRS letter certifying tax-exempt status. Signed articles of incorporations, bylaws, or other organizing document (*optional*).

### **Health Organization (Public Agency)**

1. Required additional documentation that must be submitted with application:
  - a. Proof of Public Agency Status (e.g., election results, charter, enabling legislation, reference in state or local law, organizing document, or other evidence of approval by proper government authority or tax-supported status). (*Required for initial application; may not be required for account renewal if still on file.*)
  - b. Narrative about agency, including:
    - i. description of services provided;
    - ii. number and type of patients served;
    - iii. location and description of facilities, including number of beds (if applicable);
    - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
    - v. list of key staff and their qualifications.

### **SBA 8(a) Business**

1. Businesses that are currently part of the U.S. Small Business Administration's 8(a) Business Development Program may participate in the FSP program. Businesses are only eligible to receive property during their nine (9) year membership in the 8(a) program. **IMPORTANT NOTE:** Some terms and conditions on pages 5-6 do not apply to SBA 8(a) businesses. As an SBA 8(a) business, you must follow SBA property compliance guidelines. Please contact your SBA District Office for its complete terms and conditions.
2. Required additional documentation that must be submitted with initial application (*not required for account renewal*):
  - a. Letter from U.S. Small Business Administration certifying membership in 8(a) Business Development Program.



## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation.  
Questions? Please contact us at (512) 962-4167 or [federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov).

### **Service Educational Activity**

1. The following Service Educational Activities are eligible: American National Red Cross, Armed Services YMCA of the USA, Big Brothers/Big Sisters of America, Boys & Girls Clubs of America, Boy Scouts of America, Camp Fire, Inc., Center for Excellence in Education, Girl Scouts of the USA, Little League Baseball, Inc., Marine Cadets of America, National Association for Equal Opportunity in Higher Education, National Civilian Community Corps, National Ski Patrol System, Inc., Naval Sea Cadet Corps, United Service Organizations, Inc., U.S. Olympic Committee, Young Marines of the Marine Corps, and League/Marine Corps League.
2. Required additional documentation that must be submitted with application:
  - a. Proof of association with the national organization (e.g., Charter from Boy Scouts of America).

### **Education Organization (Nonprofit)** *\*Public schools & colleges should see the Government or Public Agency category on page 8.*

1. This category includes charter schools, private schools, research organizations, child care centers and vocational rehabilitation programs/ sheltered workshops receiving grants from Texas Workforce Commission to train persons with physical or mental disabilities.
2. Must be accredited or approved by nationally recognized accrediting agency (i.e., Texas Education Agency, Texas Private School Accreditation Commission, Southern Association of Colleges & Schools' Commission on Colleges, Texas Department of Family and Protective Services or Texas Workforce Commission) or the current recipient of research grants by a recognized authority (e.g., National Institute of Education) or a similar national advisory organization.
3. Required additional documentation that must be submitted with application:
  - a. Certificate of accreditation or letter of approval from a nationally recognized accrediting agency OR research grant from National Institute of Education or similar national advisory organization.
  - b. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. (Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)
  - c. Narrative about organization, including:
    - i. course/degrees offered;
    - ii. current enrollment;
    - iii. description of facility and location;
    - iv. number and status of total staff (# paid/volunteer, # full-time/part-time);
    - v. list of key staff and their qualifications; and
    - vi. criteria for admission including any religious requirements, (must be accepting of all faiths to be eligible).
  - d. Financial information (e.g., latest annual financial statement, tax return, year-end bank statement, or budget).
  - e. Signed articles of incorporation, bylaws, charter or other organizing document (*optional*).
  - f. List of additional research grants awarded (*optional*).

### **Provider of Assistance to Impoverished Persons (Nonprofit)**

1. Services to impoverished persons (as defined in section 673 of the Community Services Block Grant Act) (42 U.S.C. 9902) must be primary function. If applicant operates a broad spectrum of programs through which assistance to impoverished is peripheral and incidental, the applicant is not eligible. If located in or around a religious facility, food banks must have a direct entrance not requiring entrance through a place of worship to be eligible.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, include brief explanation. (*Required for initial application; may not be required for account renewal if still on file and name/address has not changed.*)
  - b. Public Recognition as an Impoverished Assistance Provider. Please provide letter from a chief public official (Mayor, City Manager, County Judge, County Commissioner, State Representative, or the head of a public agency) indicating services provided. The letter must be on letterhead, signed and dated, and the name must match the IRS document. It also must indicate that assistance to impoverished persons is the organization's primary focus.
  - c. Narrative about organization, including:
    - i. complete description of services (assistance to impoverished must be primary mission);
    - ii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
    - iii. requirements for clients to be eligible to receive services, including any required fees;
    - iv. description of facilities;
    - v. hours/days of operation;
    - vi. description of funding source(s) with supporting documentation, (e.g., latest annual financial statement, tax return, year-end bank statement, or budget);
    - vii. number and status of total staff (# paid/volunteer, # full-time/part-time); and
    - viii. list of key staff and their qualifications.
  - d. Description of how the organization determines eligibility to receive assistance and if that person is impoverished. Organization's primary function must be to provide money, goods, or services to families or individuals whose annual incomes are below the poverty line as defined in section 673 of the Community Services Block Grant Act (42 U.S.C. 9902). If recipients are required to complete an application before receiving services, please attach a sample application.
  - e. Proof of current accreditation, approval or licensing if appropriate (e.g., child care or medical/health center).
  - f. Signed articles of incorporation, bylaws, charter or other organizing document.
  - g. Brochures (or other printed materials) or link to website (*optional*).

## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation. Questions?  
Please contact us at (512) 962-4167 or [federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov).

### **Provider of Assistance to Homeless Persons (Nonprofit)**

1. Examples of eligible programs include:
  - a. Overnight, daytime and around-the-clock shelters, including shelters for battered spouses, abused children, and orphans; *(Child care/day care centers should see "Education Organization (Nonprofit)" category.)*
  - b. Foster care and adoption agencies;
  - c. Transitional housing for temporary residence of parolees, or persons with mental health or addiction issues; and
  - d. Food banks that provide food directly to facilities where homeless people are fed. If located in or around religious facility, food banks must have direct entrance not requiring entrance through place of worship.
2. Services to homeless persons must be the primary mission. Applicants who operate a broad spectrum of programs through which assistance to homeless persons is peripheral and incidental are not eligible.
3. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
  - b. Public Recognition as a Homeless Assistance Provider. Please provide letter from a chief public official (Mayor, City Manager, County Judge, County Commissioner, State Representative, or the head of a public agency) indicating services provided. The letter must be on letterhead, be signed and dated, and the name must match the IRS document. It also must indicate that assistance to homeless persons is the organization's primary focus.
  - c. Narrative about organization, including:
    - i. complete description of services provided (assistance to homeless must be primary mission);
    - ii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
    - iii. requirements for clients to be eligible to receive services, including any required fees;
    - iv. description of facilities;
    - v. hours/days of operation;
    - vi. description of funding source(s) with supporting documentation (e.g., latest annual financial statement, tax return, year-end bank statement, or budget);
    - vii. number and status of total staff (# paid/volunteer, # full-time/part-time); and
    - viii. list of key staff and their qualifications.
  - d. Proof of current accreditation, approval or licensing if appropriate (e.g., child care or medical/health center);
  - e. Signed articles of incorporation, bylaws, charter or another organizing document;
  - f. Brochures (or other printed materials) or link to website *(optional)*.

### **Provider of Assistance to Older Individuals (Nonprofit)**

1. Includes adult day care, multi-purpose senior centers, and social, transportation, nutrition or legal services.
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
  - b. Certification establishing that applicant is receiving state, federal or local government funds for operation of program under the Older Americans Act of 1965, Title IV or Title XX of the Social Security Act, Titles VIII and X of the Economic Opportunity Act of 1964, or Community Services Block Grant Act.
  - c. Narrative about organization, including:
    - i. description of services provided;
    - ii. description of facilities;
    - iii. number of individuals receiving assistance and frequency of assistance (daily, weekly or monthly);
    - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
    - v. list of key staff and their qualifications.
  - d. Proof of current accreditation, approval or licensing if appropriate (e.g., medical center).
  - e. Signed articles of incorporation, bylaws, charter or other organizing document *(optional)*.

### **Health Organization (Nonprofit)**

1. Includes, but not limited to, hospitals, clinics, residential treatment centers, rehabilitation facilities, and blood/tissue banks.
2. Required additional documentation that must be submitted with application:
  - b. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewal if still on file and name/address has not changed.)*
  - c. Narrative about organization, including:
    - i. description of services provided;
    - ii. number and type of patients served;
    - iii. location and description of facilities, including number of beds (if applicable);
    - iv. number and status of total staff (# paid/volunteer, # full-time/part-time); and
    - v. list of key staff and their qualifications.
  - d. Certificate of accreditation, license, or letter of approval from a nationally recognized accrediting or licensing agency (i.e., Health & Human Services Commission, Dept. of State Health Services) OR research grant from National Institutes of Health or similar national advisory organization.
  - e. Financial information, (e.g., latest annual financial statement, tax return, year-end bank statement, or budget).
  - f. Signed articles of incorporation, bylaws, charter or other organizing document *(optional)*.

## DETAILED REQUIREMENTS FOR SPECIFIC TYPES OF ORGANIZATIONS

Please review to determine which eligibility category best describes your organization, and if you are required to submit additional documentation. Questions? Please contact us at (512) 962-4167 or [federal.surplus@tfc.texas.gov](mailto:federal.surplus@tfc.texas.gov).

### **Museum, Library, Nature Center, Planetarium, Aquarium or Zoo**

1. Must be open to the public, and, at minimum, accede to any request submitted for access during “business hours” (interpreted to be approximately 9:00 am to 4:00 pm, although reasonable variation from these hours may be considered due to individual circumstances, such as a museum located in a commercial location with strict business hours, or restrictions based on zoning or other state or local ordinances). Exhibits must be primary focus and must not be incidental to the primary function of the institution. Also, must have a minimum of one full-time staff member or the equivalent (i.e., one staff member who works 40 hours per week or two staff members who work 20 hours each per week).
2. Required additional documentation that must be submitted with application:
  - a. Letter from IRS certifying status as a 501 nonprofit. If letter does not list current name and address, please include brief explanation. *(Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)*
  - b. Narrative about organization, including:
    - i. description of type(s) of exhibits & location(s);
    - ii. staff roster, including name of curator (or equivalent) whose primary job is to care for the museum and its exhibits, and average number of hours each staff member works per week (may be volunteer or paid);
    - iii. days and hours open to the public;
    - iv. admission fee (if any);
    - v. description of the local community and population served by the museum; and
    - vi. square footage of the museum.
  - c. Pictures of exhibits, exhibit signage, facilities, and posted hours of operation.
  - d. Signed articles of incorporations, bylaws, charter or other organizing document.
  - e. Financial information (e.g., latest annual financial statement, tax return, year-end bank statement, or budget).
  - f. Museum Access Agreement. Available for download from "Forms" section of our website: [www.SurplusTexas.gov/federal](http://www.SurplusTexas.gov/federal).
  - g. Brochures, pamphlets, website, or other promotional materials *(optional)*.
  - h. Organizational Memberships *(optional)*.

### **Veterans' Service Organization**

1. The Department of Veterans Affairs maintains a searchable database of recognized Veterans Service Organizations. Examples of organizations and its local chapters/districts that may be eligible: African American PTSD Association, American Ex-Prisoners of War, Inc., American GI Forum National Veterans Outreach Program, American Legion, AMVETS, Armed Forces Services Corporation, Army and Navy Union, U.S.A., Inc., Associates of Vietnam Veterans of America, Blinded Veterans Association, Catholic War Veterans of the U.S.A., Inc., Disabled American Veterans, Fleet Reserve Association, Gold Star Wives of America, Inc., Italian American War Veterans of the United States, Inc., Jewish War Veterans of the U.S.A., Legion of Valor of the United States of America, Inc., Marine Corps League, Military Order of the Purple Heart, National Amputation Foundation, Inc., National Association for Black Veterans, Inc., National Association of County Veterans Service Officers, Navy Mutual Aid Association, Non Commissioned Officers Association of the U.S.A, Paralyzed Veterans of America, Polish Legion of American Veterans, U.S.A, The Retired Enlisted Association, United Spanish War Veterans, United Spinal Association, Inc., Veterans of Foreign Wars of the United States, Veterans of the Vietnam War, Inc. & the Veterans Coalition, Vietnam Era Veterans Association, and Vietnam Veterans of America.
2. Required additional documentation that must be submitted with application:
  - a. Narrative about organization, including:
    - i. description of services provided;
    - ii. percentage of membership comprised of veterans; and
    - iii. facility information & location.
  - b. Proof of affiliation with an eligible veterans organization recognized by the Secretary of Veterans Affairs under section 5902 of title 38 of the FORVETS Act of 2013. See Dept. of Veterans Affairs' website for complete list: <http://www.va.gov/ogc/apps/accreditation/index.asp>. *(Required for initial application. May not be required for account renewals if still on file and name/address has not changed.)*

### **Veteran Owned Small Business**

1. Business must be registered and in “certified” status in the U.S. Small Business Administration’s (SBA) Dynamic Small Business Search found at <https://dsbs.sba.gov>.
2. Business must be approved for operations in Texas.
3. Required additional documentation that must be submitted with application:
  - a. Narrative about the business, including:
    - i. description of services provided and/or products sold;
    - ii. description of customers served (e.g., direct to consumer, business to business, government);
    - iii. address of location(s). If multiple locations, description of each location, including which location is primary;
    - iv. number of employees;
    - v. list of key staff and their roles; and
    - vi. website/social media *(optional)*.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.25.**

**5/27/2025**

---

Sell Surplus Gaming Machines

---

Approval to sell via on-line auction with our contracted auctioneer, Rene Bates Auctioneer, surplus gaming machines, as per the attached forms from the Sheriff's Office.

MARY ALDOUS  
First Assistant

BILL REED  
Chief -- Criminal Division



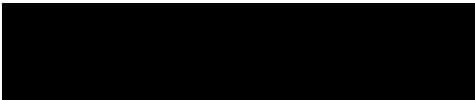
MARY SHINE  
Chief - Civil Division

JAMES WOLFE  
Chief Investigator

**TOM SELLECK**  
CRIMINAL DISTRICT ATTORNEY  
BRAZORIA COUNTY

April 15, 2025

Brazoria County Narcotics Task Force      Via Electronic Mail



Re: Cause No. 126268-CV

Dear Lena:

An agreed final judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

Please call with any questions.

Sincerely,

TREY D. PICARD  
Assistant Criminal District Attorney  
treyp@brazoriacountytx.gov

TDP/mk  
Enc.

cc: Tom Selleck [w/enc.]  
Kaysie Stewart, Auditor [w/enc.]

COUNTY COURTHOUSE, 237 E. LOCUST, SUITE 305, ANGLETON, TEXAS 77515

Angleton Area  
(979) 864-1230

Brazosport Area  
(979) 388-1230

Houston Area  
(281) 756-1230

Fax-Criminal Division  
(979) 864-1525

Fax-Civil Division  
(979) 864-1712

Fax-CPS Division  
(979)-849-8914

**EXHIBIT 1 to Disbursement Lettr**  
**Chapter 59 Forfeiture**

|                         |             |             |
|-------------------------|-------------|-------------|
| Total Seizure:          | \$12,555.87 |             |
| District Clerk Fee:     | \$371.00    |             |
| Process Server Fees:    | \$100.00    | Informant % |
| Informant Fee (if any): | \$0.00      | 0.00%       |
| Net to Agency and DA:   | \$12,084.87 |             |

The funds are to be distributed as follows:

|  |             |          |                   |
|--|-------------|----------|-------------------|
| Informant Fee (if any):  | \$0.00      |          |                   |
| Brazoria County District Clerk:  | \$371.00    |          |                   |
| Brazoria County DA with reimbursement for<br>process server fees paid: | \$3,725.46  | 3725.461 | (before rounding) |
| Amount to Agency:  | \$8,459.41  |          |                   |
| Total Disbursement:  | \$12,555.87 |          |                   |

At 9:00 o'clock A M.

APR 11 2025

*Cassandra Tigner*  
Clerk of District Court Brazoria Co., Texas  
BY \_\_\_\_\_ DEPUTY

Filed for Record  
4/2/2025 3:13 PM  
Cassandra C. Tigner, District Clerk  
Brazoria County, Texas  
126268-CV  
Carly Whistler, Deputy

NO. 126268-CV

|                                 |   |   |
|---------------------------------|---|---|
| STATE OF TEXAS                  | § | IN THE 412 <sup>TH</sup> DISTRICT COURT |
|                                 | § |   |
| V.                              | § | OF                                      |
|                                 | § |   |
| TWELVE THOUSAND FIVE            | § |   |
| HUNDRED FIFTY-FIVE AND          | § |   |
| 87/100 DOLLARS (\$12,555.87) IN | § |   |
| U.S. CURRENCY AND 68 GAMING     | § |   |
| MACHINES AND THE                | § |   |
| MISCELLANEOUS ITEMS             | § |   |
| DESCRIBED IN THE ATTACHED       | § |   |
| SCHEDULE OF PROPERTY            | § | BRAZORIA COUNTY, TEXAS                  |

**AGREED FINAL JUDGMENT**

On this date, the Court considered the above-styled and numbered cause. The State of Texas, represented by the undersigned Assistant Criminal District Attorney, appeared as Plaintiff, while the Defendant, Imad Innabi, appeared through counsel. With a jury waived, all factual and legal matters were submitted to the Court.

According to the parties' agreement, the Court finds that the Defendant is the owner or possessor of the following property, which is the subject of this proceeding: TWELVE THOUSAND FIVE HUNDRED FIFTY-FIVE AND 87/100 DOLLARS (\$12,555.87) IN U.S. CURRENCY AND 68 GAMING MACHINES AND THE MISCELLANEOUS ITEMS DESCRIBED IN THE ATTACHED SCHEDULE OF PROPERTY.

The Court further finds, under the parties' agreement, that the property constitutes contraband under Chapter 59 of the Texas Code of Criminal Procedure and is subject to forfeiture.



It is therefore ORDERED, ADJUDGED, and DECREED that the TWELVE THOUSAND FIVE HUNDRED FIFTY-FIVE AND 87/100 DOLLARS (\$12,555.87) IN U.S. CURRENCY AND 68 GAMING MACHINES AND THE MISCELLANEOUS ITEMS DESCRIBED IN THE ATTACHED SCHEDULE OF PROPERTY are forfeited to the State of Texas, namely, the Brazoria County Narcotics Task Force, for disposition under Chapter 59 of the Texas Code of Criminal Procedure and the interlocal agreement between that agency and the Brazoria County Criminal District Attorney's Office.

It is further ORDERED that all costs are assessed against the party incurring them. This judgment is final and appealable.

SIGNED on

4-10-25

JUDGE PRESIDING

AGREED AND  
ENTRY REQUESTED:

Assistant / Criminal District Attorney

*David Sharp*  
David Sharp  
Attorney for Defendant  
312 E. Live Oak  
Angleton, Texas 77515  
(979) 849-7801 - office  
SBN: 18115800  
Email: ddsharp@sbcglobal.net



THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Agreed Judgment in Cause No. 126268-CV, styled The State of Texas vs. Twelve Thousand Five Hundred Fifty-Five and 87/100 Dollars (\$12,555.87) in U.S. Currency and 68 Gaming Machines and the Miscellaneous Items Described in the Attached Schedule of Property as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 14th day of April, 2025.

CASSANDRA TIGNER  
Clerk, District Court,  
Brazoria County, Texas



Digitally signed by  
Maureen Roy  
Date: 2025.04.14  
11:30:04 -05'00'

Maureen Roy, Deputy

# OFFICE OF THE SHERIFF

## BO STALLMAN



April 24, 2025

To: Kaysie Stewart, Auditor  
Brazoria County, Texas

From: Lt. Joe Lares  
Brazoria County Sheriff's Office

Re: Cause No.126268-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

|  |             |
|--|-------------|
| Total Seizure:   | \$12,555.87 |
| Brazoria County District Clerk Fees:   | \$371.00    |
| Process Server Fees:   | \$100.00    |
| Net proceeds of seizure:   | \$12,084.87 |
| Disbursements should be made as follows:                                     |             |
| Brazoria County DA Forfeiture Account (30% plus \$100.00 process server fee) | \$3,725.46  |
| Brazoria County District Clerk:  | \$371.00    |
| BCNTF  | \$8,459.41  |
| Total Distribution of:   | \$12,555.87 |

Respectfully,

Lt. Joe Lares

Brazoria County Narcotics Task Force

MARY ALDOUS  
First Assistant

BILL REED  
Chief – Criminal Division



MARY SHINE  
Chief - Civil Division

JAMES WOLFE  
Chief Investigator

**TOM SELLECK**

CRIMINAL DISTRICT ATTORNEY  
BRAZORIA COUNTY

2308-0301

April 29, 2025

Brazoria County Narcotics Task Force      Via Electronic Mail



Re: Cause No. 124784-CV

Dear Lena:

A final summary judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

Please call with any questions.

Sincerely,

TREY D. PICARD  
Assistant Criminal District Attorney  
treyp@brazoriacountytx.gov

TDP/mk  
Enc.

cc: Tom Selleck [w/enc.]  
Kaysie Stewart, Auditor [w/enc.]

COUNTY COURTHOUSE, 237 E. LOCUST, SUITE 305, ANGLETON, TEXAS 77515

Angleton Area  
(979) 864-1230

Brazosport Area  
(979) 388-1230

Houston Area  
(281) 756-1230

Fax-Criminal Division  
(979) 864-1525

Fax-Civil Division  
(979) 864-1712

Fax-CPS Division  
(979)-849-8914

**EXHIBIT 1 to Disbursement Lettr**  
**Chapter 59 Forfeiture**

|                         |             |             |
|-------------------------|-------------|-------------|
| Total Seizure:          | \$19,346.00 |             |
| District Clerk Fee:     | \$390.00    |             |
| Process Server Fees:    | \$100.00    |             |
| Informant Fee (if any): | \$1,934.60  | Informant % |
| Net to Agency and DA:   | \$16,921.40 | 10.00%      |

The funds are to be distributed as follows:

|  |             |         |                   |
|--|-------------|---------|-------------------|
| Informant Fee (if any):  | \$1,934.60  |         |                   |
| Brazoria County District Clerk:  | \$390.00    |         |                   |
| Brazoria County DA with reimbursement for<br>process server fees paid: | \$5,176.42  | 5176.42 | (before rounding) |
| Amount to Agency:  | \$11,844.98 |         |                   |
| Total Disbursement:  | \$19,346.00 |         |                   |

FILED  
At 10:41 o'clock A.M.  
MAR 19 2025  
Cassandra Tigner  
Clerk of District Court Brazoria Co., Texas  
BY DEPUTY

Filed for Record  
12/9/2024 2:55 PM  
Cassandra C. Tigner, District Clerk  
Brazoria County, Texas  
124784-CV  
Carly Whistler, Deputy

No. 124784-CV

|                                 |   |   |
|---------------------------------|---|---|
| STATE OF TEXAS                  | § | IN THE 412 <sup>TH</sup> DISTRICT COURT |
|                                 | § |   |
| V.                              | § | OF                                      |
|                                 | § |   |
| NINETEEN THOUSAND THREE         | § |   |
| HUNDRED AND FORTY SIX AND       | § |   |
| NO/100 DOLLARS (\$19,346.00) IN | § |   |
| U.S. CURRENCY AND 72 GAMIN      | § |   |
| MACHINES, 3 DVR SYSTEMS, AND    | § |   |
| THE MISCELLANEOUS ITEMS         | § |   |
| DESCRIBED IN THE ATTACHED       | § |   |
| SCHEDULE A                      | § | BRAZORIA COUNTY, TEXAS                  |

**FINAL SUMMARY JUDGMENT**

On this date, the Court considered the motion for final summary judgment filed by the plaintiff, the State of Texas. After considering the motion, the response (if any), and the arguments presented, the Court GRANTS the plaintiff's motion for final summary judgment.

It is ORDERED that all interest of [REDACTED] in the following property is forfeited to the State of Texas, namely, the Brazoria County Narcotics Task Force, with the attorney representing the State as agent for the State, and that said agent dispose of the same under article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County Criminal District Attorney's Office: NINETEEN THOUSAND THREE HUNDRED AND FORTY SIX AND NO/100 DOLLARS (\$19,346.00) IN U.S. CURRENCY AND 72 GAMIN MACHINES, 3 DVR SYSTEMS, AND THE MISCELLANEOUS ITEMS DESCRIBED IN THE ATTACHED SCHEDULE A. This is a FINAL JUDGMENT. All relief not granted herein is denied.

SIGNED on 3-19-25

  
JUDGE PRESIDING



## DOCKET NUMBER:

|                         |    |                           |
|-------------------------|----|---------------------------|
| THE STATE OF TEXAS      | {} | IN THE DISTRICT COURT     |
| VS                      | {} | OF BRAZORIA COUNTY, TEXAS |
| GRACE RAMIREZ HERNANDEZ | {} | JUDICIAL DISTRICT         |

## SCHEDULE A

1. \$19,346.00
2. 72 Gaming machines
3. Digital Video Recorder (DVR) - 3
4. Game room paperwork
5. HiPoint 40 cal. SN: 7276887
6. Sig Saur P250 SN: EAK122895

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Final Summary Judgment in Cause No. 124784-CV, styled The State of Texas vs. Nineteen Thousand Three Hundred and Forty Six and No/100 Dollars (19,346.00) in U.S. Currency and 72 Gaming Machine, 3 DVR System, and the Miscellaneous Items Described in the Attached Schedule A as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 28th day of April, 2025.

CASSANDRA TIGNER  
Clerk, District Court,  
Brazoria County, Texas



Digitally signed by  
Maureen Roy  
Date: 2025.04.28  
14:28:48 -05'00'

*Maureen Roy*

Maureen Roy, Deputy

# OFFICE OF THE SHERIFF

## BO STALLMAN



April 30, 2025

To: Kaysie Stewart, Auditor  
Brazoria County, Texas

From: Lt. Joe Lares  
Brazoria County Sheriff's Office

Re: Cause No.124784-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

|  |             |
|--|-------------|
| Total Seizure:   | \$19,346.00 |
| Brazoria County District Clerk Fees:   | \$390.00    |
| Process Server Fees:   | \$100.00    |
| Informant fee (10%)  | \$1,934.60  |
| Net proceeds of seizure:   | \$16,921.40 |
| Disbursements should be made as follows:                                     |             |
| Brazoria County DA Forfeiture Account (30% plus \$100.00 process server fee) | \$5,176.42  |
| Brazoria County District Clerk:  | \$390.00    |
| BCNTF  | \$11,844.98 |
| Total Distribution of:   | \$19,346.00 |

Respectfully,

Lt. Joe Lares

Brazoria County Narcotics Task Force

# BCNTF Case# 2308-0301

August 23, 2023

## HACIENDA GAME ROOM

14009 SH 288B

Angleton , TX 77515

| Game | Game Name              | Items | Working | Game | Game Name        |
|------|------------------------|-------|---------|------|------------------|
| 1    | Pot of Gold            | 1     | yes     | 37   | Life of Luxury   |
| 2    | Fire Link              | 1     | yes     | 38   | Life of Luxury   |
| 3    | Fire Link              | 1     | yes     | 39   | Lightning Luxury |
| 4    | Velocity               | 1     | yes     | 40   | Dragon Link      |
| 5    | Extreme Dragon fortune | 1     | yes     | 41   | Pot of Gold      |
| 6    | Fire Link              | 1     | yes     | 42   | Lightning Luxury |
| 7    | Fire Link              | 1     | yes     | 43   | Fire Link        |
| 8    | Fire Link              | 1     | yes     | 44   | Dragon Link      |
| 9    | Fire Link              | 1     | yes     | 45   | Pot of Gold      |
| 10   | Fire Link              | 1     | yes     | 46   | Pot of Gold      |
| 11   | Ultime Fire Link       | 1     | yes     | 47   | Life of Luxury   |
| 12   | Ultime Fire Link       | 1     | yes     | 48   | Unknown          |
| 13   | Fire Link              | 1     | yes     | 49   | Life of Luxury   |
| 14   | Pot of Gold            | 1     | yes     | 50   | Life of Luxury   |
| 15   | Texas x Keno           | 1     | yes     | 51   | Life of Luxury   |
| 16   | Pot of Gold            | 1     | yes     | 52   | Life of Luxury   |
| 17   | Pot of Gold            | 1     | yes     | 53   | Pot of Gold      |
| 18   | Pot of Gold            | 1     | yes     | 54   | Life of Luxury   |
| 19   | Pot of Gold            | 1     | yes     | 55   | Life of Luxury   |
| 20   | Fire Link              | 1     | yes     | 56   | Life of Luxury   |
| 21   | Fire Link              | 1     | yes     | 57   | Life of Luxury   |
| 22   | Dragon Link            | 1     | yes     | 58   | Texas X Keno     |
| 23   | Life of Luxury         | 1     | yes     | 59   | Pot of Gold      |
| 24   | Texas x Keno           | 1     | yes     | 60   | Pot of Gold      |
| 25   | Texas x Keno           | 1     | yes     | 61   | Pot of Gold      |
| 26   | Life of Luxury         | 1     | yes     | 62   | Fire Link        |
| 27   | Pot of Gold            | 1     | yes     | 63   | Fire Link        |
| 28   | Life of Luxury         | 1     | yes     | 64   | Game King        |
| 29   | Life of Luxury         | 1     | yes     | 65   | Unknown          |
| 30   | Life of Luxury         | 1     | yes     | 66   | Life of Luxury   |
| 31   | Life of Luxury         | 1     | yes     | 67   | Diamond Double   |

|    |                |   |     |    |                |
|----|----------------|---|-----|----|----------------|
| 32 | Life of Luxury | 1 | yes | 68 | Zeus III       |
| 33 | Texas x Keno   | 1 | yes | 69 | Game King      |
| 34 | Pot of Gold    | 1 | yes | 70 | Davinci        |
| 35 | Pot of Gold    | 1 | yes | 71 | Life of Luxury |
| 36 | Life of Luxury | 1 | yes | 72 | Game Chest     |

Total # of games collected

# BCNTF Case# 2312-0096

December 7, 2023

Event Center Game Room

14027 S. Hwy 288B

Angleton, TX 77515

| Game | Game Name           | Items | Working | Game | Game Name      | Items | Working |
|------|---------------------|-------|---------|------|----------------|-------|---------|
| 1    | Ultra Hot Mega Link | 1     | Y       | 35   | Life of Luxury | 1     | Y       |
| 2    | Ultimate Fire Link  | 1     | Y       | 36   | Pot-O-Gold     | 1     | Y       |
| 3    | Ultimate Fire Link  | 1     | Y       | 37   | Pot-O-Gold     | 1     | Y       |
| 4    | Ultimate Fire Link  | 1     | Y       | 38   | Pot-O-Gold     | 1     | Y       |
| 5    | Ultimate Fire Link  | 1     | Y       | 39   | Pot-O-Gold     | 1     | Y       |
| 6    | Ultimate Fire Link  | 1     | Y       | 40   | Pot-O-Gold     | 1     | Y       |
| 7    | Ultimate Fire Link  | 1     | Y       | 41   | Pot-O-Gold     | 1     | Y       |
| 8    | Ultimate Fire Link  | 1     | Y       | 42   | Pot-O-Gold     | 1     | Y       |
| 9    | Ultimate Fire Link  | 1     | Y       | 43   | Pot-O-Gold     | 1     | Y       |
| 10   | Ultimate Fire Link  | 1     | Y       | 44   | Pot-O-Gold     | 1     | Y       |
| 11   | Ultimate Fire Link  | 1     | Y       | 45   | Pot-O-Gold     | 1     | Y       |
| 12   | Unknown             | 1     | N       | 46   | Pot-O-Gold     | 1     | Y       |
| 13   | Super Lock          | 1     | Y       | 47   | Pot-O-Gold     | 1     | Y       |
| 14   | Dragon Link         | 1     | Y       | 48   | Unknown        | 1     | N       |
| 15   | Ultimate Fire Link  | 1     | Y       | 49   | Pot-O-Gold     | 1     | Y       |
| 16   | Ultimate Fire Link  | 1     | Y       | 50   | Texas Keno     | 1     | Y       |
| 17   | Ultimate Fire Link  | 1     | Y       | 51   | Texas Keno     | 1     | Y       |
| 18   | Ultimate Fire Link  | 1     | Y       | 52   | Unknown        | 1     | N       |
| 19   | Ultimate Fire Link  | 1     | Y       | 53   | Texas Keno     | 1     | Y       |
| 20   | Ultimate Fire Link  | 1     | Y       | 54   | Texas Keno     | 1     | Y       |
| 21   | Ultra Rush Sky Fire | 1     | Y       | 55   | Texas Keno     | 1     | Y       |
| 22   | Jacks Winning Spell | 1     | Y       | 56   | Texas Keno     | 1     | Y       |
| 23   | Buffalo Gold        | 1     | Y       | 57   | Texas Keno     | 1     | Y       |
| 24   | Buffalo Gold        | 1     | Y       | 58   | Texas Keno     | 1     | Y       |
| 25   | Kooza               | 1     | Y       | 59   | Hocus Pocus    | 1     | Y       |
| 26   | Play Boy            | 1     | Y       | 60   | Hocus Pocus    | 1     | Y       |
| 27   | Unknown             | 1     | N       | 61   | Unknown        | 1     | N       |
| 28   | Buffalo Gold        | 1     | Y       | 62   | Cherry Bonus   | 1     | Y       |
| 29   | Life of Luxury      | 1     | Y       | 63   | Spy Games      | 1     | Y       |
| 30   | Life of Luxury      | 1     | Y       | 64   | Bombay         | 1     | Y       |
| 31   | Life of Luxury      | 1     | Y       | 65   | Big Boss       | 1     | Y       |

|    |                |   |   |    |              |   |   |
|----|----------------|---|---|----|--------------|---|---|
| 32 | Life of Luxury | 1 | Y | 66 | Stinkin Rich | 1 | Y |
| 33 | Life of Luxury | 1 | Y | 67 | Unknown      | 1 | N |
| 34 | Life of Luxury | 1 | Y | 68 | Cherry Bonus | 1 | Y |

All games were working at time of collection    Total # of parts collected    68



MARY ALDOUS  
First Assistant  
  
BILL REED  
Chief - Criminal Division



MARY SHINE  
Chief - Civil Division  
  
JAMES WOLFE  
Chief Investigator

**TOM SELLECK**  
CRIMINAL DISTRICT ATTORNEY  
BRAZORIA COUNTY

April 10, 2025

Brazoria County Narcotics Task Force      Via Electronic Mail



Re: Cause No. 126325-CV

Dear Lena:

A final default judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

Please call with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trey D. Picard", with a long horizontal stroke extending to the left.

TREY D. PICARD  
Assistant Criminal District Attorney  
treyp@brazoriacountytx.gov

TDP/mk  
Enc.

cc: Tom Selleck [w/enc.]  
Kaysie Stewart, Auditor [w/enc.]

COUNTY COURTHOUSE, 237 E. LOCUST, SUITE 305, ANGLETON, TEXAS 77515

Angleton Area  
(979) 864-1230

Brazosport Area  
(979) 388-1230

Houston Area  
(281) 756-1230

Fax-Criminal Division  
(979) 864-1525

Fax-Civil Division  
(979) 864-1712

Fax-CPS Division  
(979)-849-8914

**EXHIBIT 1 to Disbursement Lettr**  
**Chapter 59 Forfeiture**

|                         |             |             |
|-------------------------|-------------|-------------|
| Total Seizure:          | \$24,111.00 |             |
| District Clerk Fee:     | \$408.00    |             |
| Process Server Fees:    | \$200.00    |             |
| Informant Fee (if any): | \$0.00      | Informant % |
| Net to Agency and DA:   | \$23,503.00 | 0.00%       |

The funds are to be distributed as follows:

|  |             |        |                   |
|--|-------------|--------|-------------------|
| Informant Fee (if any):  | \$0.00      |        |                   |
| Brazoria County District Clerk:  | \$408.00    |        |                   |
| Brazoria County DA with reimbursement for<br>process server fees paid: | \$7,250.90  | 7250.9 | (before rounding) |
| Amount to Agency:  | \$16,452.10 |        |                   |
| Total Disbursement:  | \$24,111.00 |        |                   |

FILED  
At 2:50 o'clock P. M.

MAR 06 2025

Clark of District Court Brazoria Co., Texas  
BY \_\_\_\_\_ DEPUTY

NO. 126325-CV

Filed for Record  
12/11/2024 10:14 AM  
Cassandra C. Tigner, District Clerk  
Brazoria County, Texas  
126325-CV  
Cathy Richard, Deputy

STATE OF TEXAS

Y.

TWENTY-FOUR THOUSAND ONE  
HUNDRED ELEVEN AND NO/100  
DOLLARS (\$24,111.00) IN U.S.  
CURRENCY AND FORTY-TWO  
GAMBLING MACHINES AND THE  
MISCELLANEOUS ITEMS  
DESCRIBED IN THE ATTACHED  
SCHEDULES OF PROPERTY

www.pearsoned.com

IN THE DISTRICT COURT OF

**BRAZORIA COUNTY, TEXAS**

## 239<sup>TH</sup> JUDICIAL DISTRICT

## FINAL DEFAULT JUDGMENT

At the hearing on this cause, the State of Texas, plaintiff, appeared through its attorney of record. The following defendants in this proceeding, although duly cited to appear and answer herein, failed to file an answer within the time allowed by law:

**Mahmud Kased and Monica Briones**

After finding all prerequisites of the law fulfilled, the cause was submitted to the court. The court considered the pleadings and evidence on file and is of the opinion that the allegations of the plaintiff's Notice of Seizure and Intended Forfeiture have been admitted and that the claim is liquidated. Accordingly, the court **RENDERS JUDGMENT** for the plaintiff as follows:

It is ORDERED that any interest of the above-named defendants in the TWENTY-FOUR THOUSAND ONE HUNDRED ELEVEN AND NO/100 DOLLARS (\$24,111.00) IN U.S. CURRENCY AND FORTY-TWO GAMBLING MACHINES AND THE MISCELLANEOUS ITEMS DESCRIBED IN THE ATTACHED SCHEDULES OF PROPERTY, is forfeited to the State of Texas, namely, the Brazoria County Narcotics Task Force, with the attorney representing the State as agent for the State, and that said agent dispose of the same in accordance with article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County District Attorney's Office. This is a final judgment that disposes of all parties and claims and is appealable. All relief not specifically granted is denied.

SIGNED on

March 5, 2025

**JUDGE PRESIDING**

## DOCKET NUMBER

THE STATE OF TEXAS {} IN THE DISTRICT COURT  
 VS. {} OF BRAZORIA COUNTY,  
 TEXAS

MAHMUD KASED {} JUDICIAL DISTRICT

SCHEDULE A  
 SEIZED CURRENCY

| QUANTITY | DENOMINATION | AMOUNT    |
|----------|--------------|-----------|
| 111      | 1.00         | 110.00    |
| 0        | 2.00         | 0         |
| 646      | 5.00         | 3,230.00  |
| 5        | 10.00        | 50.00     |
| 876      | 20.00        | 17,520.00 |
| 4        | 50.00        | 200.00    |
| 30       | 100.00       | 3,000.00  |

TOTAL: \$ 24,111.00

## SEIZED ITEMS:

New in the box outdoor AC unit.  
 MUNBYN money counter.  
 Forty-two gambling machines.  
 Two Camera DVRS hard drives.  
 Documents related to illegal gambling operations.

THE STATE OF TEXAS    }  
COUNTY OF BRAZORIA    }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Final Default Judgment in Cause No. 126325-CV, styled The State of Texas vs. Twenty-Four Thousand One Hundred Eleven and No/100 Dollars (\$24,111.00) in U.S. Currency and Forty-Two Gambling Machines and the Miscellaneous Items Described in the Attached Schedules of Property as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 9th day of April, 2025.

CASSANDRA TIGNER  
Clerk, District Court,  
Brazoria County, Texas



Digitally signed by

Maureen Roy

Date: 2025.04.09

09:50:48 -05'00'

Maureen Roy, Deputy

# OFFICE OF THE SHERIFF

## BO STALLMAN



April 11, 2025

To: Kaysie Stewart, Auditor  
Brazoria County, Texas

From: Lt. Joe Lares  
Brazoria County Sheriff's Office

Re: Cause No.126325-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

|   |             |
|---|-------------|
| Total Seizure:  | \$24,111.00 |
| Brazoria County District Clerk Fees:                                      | \$408.00    |
| Process Server Fees:  | \$200.00    |
| Net proceeds of seizure:  | \$23,503.00 |
| Disbursements should be made as follows:                                  |             |
| Brazoria County DA Forfeiture Account (30% plus \$200 process server fee) | \$7,250.90  |
| Brazoria County District Clerk:   | \$408.00    |
| BCNTF   | \$16,452.10 |
| Total Distribution of:  | \$24,111.00 |

Respectfully,

Lt. Joe Lares

Brazoria County Narcotics Task Force

| Case Name: Game Room |                          | Case #: 2312-0097 |
|----------------------|--------------------------|-------------------|
| Item #               | Name OF Machine          | Working (Y/N)     |
| 1                    | Ultimate Fire Link (UFL) | YES               |
| 2                    | UFL                      | YES               |
| 3                    | UFL                      | YES               |
| 4                    | UFL                      | YES               |
| 5                    | UFL                      | YES               |
| 6                    | UFL                      | YES               |
| 7                    | UFL                      | YES               |
| 8                    | UFL                      | YES               |
| 9                    | UFL                      | YES               |
| 10                   | UFL                      | YES               |
| 11                   | UFL                      | YES               |
| 12                   | LOL                      | YES               |
| 13                   | LOL                      | YES               |
| 14                   | LOL                      | YES               |
| 15                   | LOL                      | YES               |
| 16                   | POG                      | YES               |
| 17                   | POG                      | YES               |
| 18                   | TEXAS KENO               | YES               |
| 19                   | TEXAS KENO               | YES               |
| 20                   | LOL                      | YES               |
| 21                   | LOL                      | YES               |
| 22                   | LOL                      | YES               |
| 23                   | LOL                      | YES               |
| 24                   | POG                      | YES               |
| 25                   | LOL                      | YES               |
| 26                   | LOL                      | YES               |
| 27                   | UNK                      | NO                |
| 28                   | POG                      | YES               |
| 29                   | LOL                      | YES               |
| 30                   | UNK                      | NO                |
| 31                   | POG                      | YES               |
| 32                   | POG                      | YES               |
| 33                   | UNK                      | NO                |
| 34                   | TEXAS KENO               | YES               |
| 35                   | POG                      | YES               |
| 36                   | TEXAS KENO               | YES               |
| 37                   | LOL                      | YES               |
| 38                   | UFL                      | YES               |
| 39                   | UFL                      | YES               |
| 40                   | UFL                      | YES               |
| 41                   | LOL                      | YES               |
| 42                   | LOL                      | YES               |
| 43                   | UNK                      | NO                |
| 44                   | UNK                      | NO                |
|                      |                          |                   |
|                      |                          |                   |
|                      |                          |                   |
|                      |                          |                   |
|                      |                          |                   |



# OFFICE OF THE SHERIFF

## BO STALLMAN



April 11, 2025

To: Kaysie Stewart, Auditor  
Brazoria County, Texas

From: Lt. Joe Lares  
Brazoria County Sheriff's Office

Re: Cause No.130145-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

|   |             |
|---|-------------|
| Total Seizure:  | \$19,319.00 |
| Brazoria County District Clerk Fees:                                      | \$364.00    |
| Process Server Fees:  | \$360.00    |
| Informant Fee (10%):  | \$1,931.90  |
| Net proceeds of seizure:  | \$16,663.10 |
| Disbursements should be made as follows:                                  |             |
| Brazoria County DA Forfeiture Account (30% plus \$360 process server fee) | \$5,358.93  |
| Brazoria County District Clerk:   | \$364.00    |
| Informant Fee (10%)   | \$1,931.90  |
| BCNTF   | \$11,664.17 |
| Total Distribution of:  | \$19,319.00 |

Respectfully,

Lt. Joe Lares

Brazoria County Narcotics Task Force

MARY ALDOUS  
First Assistant  
  
BILL REED  
Chief – Criminal Division



MARY SHINE  
Chief - Civil Division  
  
JAMES WOLFE  
Chief Investigator

**TOM SELLECK**  
CRIMINAL DISTRICT ATTORNEY  
BRAZORIA COUNTY

April 10, 2025

Brazoria County Narcotics Task Force

Via Electronic Mail



Re: Cause No. 130145-CV

Dear Lena:

A final judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

Please call with any questions.

Sincerely,

TREY D. PICARD  
Assistant Criminal District Attorney  
treyp@brazoriacountytx.gov

TDP/mk  
Enc.

cc: Tom Selleck [w/enc.]  
Kaysie Stewart, Auditor [w/enc.]

COUNTY COURTHOUSE, 237 E. LOCUST, SUITE 305, ANGLETON, TEXAS 77515

Angleton Area  
(979) 864-1230

Brazosport Area  
(979) 388-1230

Houston Area  
(281) 756-1230

Fax-Criminal Division  
(979) 864-1525

Fax-Civil Division  
(979) 864-1712

Fax-CPS Division  
(979)-849-8914

**EXHIBIT 1 to Disbursement Letter**  
**Chapter 59 Forfeiture**

|                         |             |             |
|-------------------------|-------------|-------------|
| Total Seizure:          | \$19,319.00 |             |
| District Clerk Fee:     | \$364.00    |             |
| Process Server Fees:    | \$360.00    |             |
| Informant Fee (if any): | \$1,931.90  | Informant % |
| Net to Agency and DA:   | \$16,663.10 | 10.00%      |

The funds are to be distributed as follows:

|  |             |                           |
|--|-------------|---------------------------|
| Informant Fee (if any):  | \$1,931.90  |                           |
| Brazoria County District Clerk:  | \$364.00    |                           |
| Brazoria County DA with reimbursement for<br>process server fees paid: | \$5,358.93  | 5358.93 (before rounding) |
| Amount to Agency:  | \$11,664.17 |                           |
| Total Disbursement:  | \$19,319.00 |                           |

FILED  
At 2:30 o'clock P.M.

MAR 06 2025

Cassandra Tigner  
Clerk of District Court Brazoria Co., Texas  
BY DEPUTY

NO. 130145-CV

Filed for Record  
12/10/2024 10:19 AM  
Cassandra C. Tigner, District Clerk  
Brazoria County, Texas  
130145-CV  
Carly Whistler, Deputy

|                                   |   |                                     |
|-----------------------------------|---|-------------------------------------|
| STATE OF TEXAS                    | § | IN THE DISTRICT COURT OF            |
| V.                                | § | BRAZORIA COUNTY, TEXAS              |
| NINETEEN THOUSAND THREE           | § |                                     |
| HUNDRED NINETEEN IN U.S.          | § |                                     |
| CURRENCY (\$19,319.00) AND 00/100 | § |                                     |
| DOLLARS, 44 GAMING MACHINES, 2    | § |                                     |
| DVRS, AND 1 HP ALL IN ONE         | § |                                     |
| COMPUTER                          | § | 239 <sup>TH</sup> JUDICIAL DISTRICT |

**FINAL DEFAULT JUDGMENT**

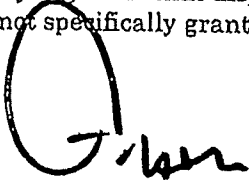
At the hearing on this cause, the State of Texas, plaintiff, appeared through its attorney of record. The following defendants in this proceeding, although duly cited to appear and answer herein, failed to file an answer within the time allowed by law:

**Mahmud Kased**

After finding all prerequisites of the law fulfilled, the cause was submitted to the court. The court considered the pleadings and evidence on file and is of the opinion that the allegations of the plaintiff's Notice of Seizure and Intended Forfeiture have been admitted and that the claim is liquidated. Accordingly, the court **RENDERS JUDGMENT** for the plaintiff as follows:

It is **ORDERED** that any interest of the above-named defendants in the **NINETEEN THOUSAND THREE HUNDRED NINETEEN IN U.S. CURRENCY (\$19,319.00) AND 00/100 DOLLARS, 44 GAMING MACHINES, 2 DVRS, AND 1 HP ALL IN ONE COMPUTER**, is forfeited to the State of Texas, namely, the **Brazoria County Narcotics Task Force**, with the attorney representing the State as agent for the State, and that said agent dispose of the same in accordance with article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County District Attorney's Office. This is a final judgment that disposes of all parties and claims and is appealable. All relief not specifically granted is denied.

SIGNED on March 5, 2025

  
JUDGE PRESIDING

THE STATE OF TEXAS    }  
COUNTY OF BRAZORIA    }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Final Default Judgment in Cause No. 130145-CV, styled The State of Texas vs. Nineteen Thousand, Three Hundred Nineteen in U.S. Currency (\$19,319.00) and 00/100 Dollars, 44 Gaming Machines, 2 DVRs, and 1 HP All-in-One Computer as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 9th day of April, 2025.

CASSANDRA TIGNER  
Clerk, District Court,  
Brazoria County, Texas



*Maureen Roy*

Digitally signed  
by Maureen Roy  
Date: 2025.04.09  
09:35:25 -05'00'

Maureen Roy, Deputy

# BCNTF Case# 2408-0200

August 12, 2024

Dad's Game Room

5008 S. Hwy 288B

Richwood, Texas

| Game | Game Name      | Items | Working | Game | Game Name      | Items | Working |
|------|----------------|-------|---------|------|----------------|-------|---------|
| 1    | Fire Link      | 1     | Y       | 23   | Pot O Gold     | 1     | Y       |
| 2    | Fire Link      | 1     | Y       | 24   | Texas X Keno   | 1     | Y       |
| 3    | Fire Link      | 1     | Y       | 25   | Texas X Keno   | 1     | Y       |
| 4    | Fire Link      | 1     | Y       | 26   | Life of Luxury | 1     | Y       |
| 5    | Fire Link      | 1     | Y       | 27   | Life of Luxury | 1     | Y       |
| 6    | Fudao Le       | 1     | Y       | 28   | Life of Luxury | 1     | Y       |
| 7    | Fire Link      | 1     | Y       | 29   | Unknown        | 1     | N       |
| 8    | Fire Link      | 1     | Y       | 30   | Life of Luxury | 1     | Y       |
| 9    | Platinum       | 1     | N       | 31   | Pot O Gold     | 1     | Y       |
| 10   | Platinum       | 1     | Y       | 32   | Platinum 3     | 1     | Y       |
| 11   | Texas X Keno   | 1     | Y       | 33   | Fusion 4       | 1     | Y       |
| 12   | Pot O Gold     | 1     | Y       | 34   | Fire Link      | 1     | Y       |
| 13   | Pot O Gold     | 1     | Y       | 35   | Fire Link      | 1     | Y       |
| 14   | Pot O Gold     | 1     | Y       | 36   | Fire Link      | 1     | N       |
| 15   | Texas X Keno   | 1     | Y       | 37   | Fire Link      | 1     | Y       |
| 16   | Pot O Gold     | 1     | Y       | 38   | Fire Link      | 1     | Y       |
| 17   | Deuces Wild    | 1     | Y       | 39   | Fire Link      | 1     | Y       |
| 18   | Unknown        | 1     | N       | 40   | Fire Link      | 1     | Y       |
| 19   | Pot O Gold     | 1     | Y       | 41   | Fire Link      | 1     | Y       |
| 20   | Life of Luxury | 1     | Y       | 42   | Fire Link      | 1     | Y       |
| 21   | Life of Luxury | 1     | Y       | 43   | Fusion 4       | 1     | Y       |
| 22   | Pot O Gold     | 1     | Y       | 44   | Buffalo Gold   | 1     | Y       |

All games were working at time of collection Total # of games collected

44

MARY ALDOUS  
First Assistant  
  
BILL REED  
Chief - Criminal Division



2410.0072

*Lena*

MARY SHINE  
Chief - Civil Division

JAMES WOLFE  
Chief Investigator

243

**TOM SELLECK**  
**CRIMINAL DISTRICT ATTORNEY**  
**BRAZORIA COUNTY**

March 17, 2025

Brazoria County Narcotics Task Force      Via Electronic Mail



Re: Cause No. 131047-CV

Dear Lena:

A final judgment forfeiting property under Chapter 59 of the Texas Code of Criminal Procedure has been entered in the above case. A certified copy of the judgment is enclosed. Please disburse any personal property identified in the judgment according to article 59.06 of the Code of Criminal Procedure and our interlocal agreement concerning forfeitures. The seized funds should be distributed as shown in the enclosed Exhibit 1.

Please call with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey D. Picard".

TREY D. PICARD  
Assistant Criminal District Attorney  
treyp@brazoriacountytx.gov

TDP/mk  
Enc.

cc: Tom Selleck [w/enc.]  
Kaysie Stewart, Auditor [w/enc.]

COUNTY COURTHOUSE, 237 E. LOCUST, SUITE 305, ANGLETON, TEXAS 77515

Angleton Area  
(979) 864-1230

Brazosport Area  
(979) 388-1230

Houston Area  
(281) 756-1230

Fax-Criminal Division  
(979) 864-1525

Fax-Civil Division  
(979) 864-1712

Fax-CPS Division  
(979)-849-8914



**FILED**  
At 2:35 o'clock P. M.  
**FEB 12 2025**  
*Cassandra Tigner*  
Clerk of District Court Brazoria Co., Texas  
BY                      DEPUTY

Filed for Record  
12/8/2024 3:33 PM  
Cassandra C. Tigner, District Clerk  
Brazoria County, Texas  
131047-CV  
Acacia Austin, Deputy

NO. 181047-CV

|                                  |   |                                     |
|----------------------------------|---|-------------------------------------|
| STATE OF TEXAS                   | § | IN THE DISTRICT COURT OF            |
|                                  | § |                                     |
| V.                               | § | BRAZORIA COUNTY, TEXAS              |
|                                  | § |                                     |
| FOUR THOUSAND EIGHT HUNDRED      | § |                                     |
| NINETY-TWO IN U.S. CURRENCY      | § |                                     |
| (\$4,892.00) AND FOUR (4) GAMING | § |                                     |
| MACHINES                         | § | 149 <sup>TH</sup> JUDICIAL DISTRICT |

### FINAL DEFAULT JUDGMENT

At the hearing on this cause, the State of Texas, plaintiff, appeared through its attorney of record. The following defendants in this proceeding, although duly cited to appear and answer herein, failed to file an answer within the time allowed by law:

**Shamsudin Dhuka**

After finding all prerequisites of the law fulfilled, the cause was submitted to the court. The court considered the pleadings and evidence on file and is of the opinion that the allegations of the plaintiff's Notice of Seizure and Intended Forfeiture have been admitted and that the claim is liquidated. Accordingly, the court **RENDERS JUDGMENT** for the plaintiff as follows:

It is **ORDERED** that any interest of the above-named defendants in the **FOUR THOUSAND EIGHT HUNDRED NINETY-TWO IN U.S. CURRENCY (\$4,892.00) AND FOUR (4) GAMING MACHINES**, is forfeited to the State of Texas, namely, the Brazoria County Narcotics Task Force, with the attorney representing the State as agent for the State, and that said agent dispose of the same in accordance with article 59.06 of the Texas Code of Criminal Procedure and the terms of any interlocal agreement between the seizing agency and the Brazoria County District Attorney's Office. **This is a final judgment** that disposes of all parties and claims and is appealable. All relief not specifically granted is denied.

SIGNED on

*February 12 2025*

*[Signature]*  
JUDGE PRESIDING

THE STATE OF TEXAS }

COUNTY OF BRAZORIA }

I, CASSANDRA TIGNER, Clerk of the District Court within and for Brazoria County, Texas, do hereby certify that the above and foregoing is a true and correct copy of Final Default Judgment in Cause No. 131047-CV, styled The State of Texas vs. Four Thousand Eight Hundred Ninety-Two in U.S. Currency (\$4,892.00) and Four (4) Gaming Machines as the same appears on the file in the Office of the Clerk of the District Court of Brazoria County, Texas.

Given under my hand and the seal of said Court on this 13th day of March, 2025.

CASSANDRA TIGNER  
Clerk, District Court,  
Brazoria County, Texas



Digitally signed by  
Maureen Roy  
Date: 2025.03.13  
10:02:28 -05'00'

*Maureen Roy*

Maureen Roy, Deputy

# OFFICE OF THE SHERIFF

## BO STALLMAN



March 24, 2025

To: Kaysie Stewart, Auditor  
Brazoria County, Texas

From: Lt. Joe Lares  
Brazoria County Sheriff's Office

Re: Cause No. 131047-CV

A final judgment forfeiting certain property to your agency was entered in the referenced cause. A certified copy of that judgment is enclosed. Please disburse any personal property identified by the enclosed order. The seized funds should be distributed as follows:

|   |            |
|---|------------|
| Total Seizure:  | \$4,892.00 |
| Brazoria County District Clerk Fees:                                      | \$369.00   |
| Process Server Fees:  | \$100.00   |
| Net proceeds of seizure:  | \$4,423.00 |
| Disbursements should be made as follows:                                  |            |
| Brazoria County DA Forfeiture Account (30% plus \$100 process server fee) | \$1,426.90 |
| Brazoria County District Clerk:   | \$369.00   |
| BCNTF   | \$3,096.10 |
| Total Distribution of:  | \$4,892.00 |

Respectfully,

Lt. Joe Lares

Brazoria County Narcotics Task Force

# 2410-0072

## 1

Name: UFL

Working: ☒ Y ☐ N

# 2410-0072

## 2

Name: ROYAL DX

Working: ☒ Y ☐ N

# 2410-0072

## 3

Name: ROYAL DX

Working: ☒ Y ☐ N

2410-0072

4

Name: UFL

Working: ☒ Y ☐ N





## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.26.**

**5/27/2025**

---

Add Vendor to Indigent Burial Policy

---

Approve addition of Palms Funeral Home of Angleton, Texas to the County's Indigent Burial Policy contract.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.27.**

**5/27/2025**

---

**Purchase of Non-Standardized Chairs**

---

Approval is requested by the Engineering Department for the North Service Center, Precinct 3 Road & Bridge Department, to purchase forty (40) chairs, per the attached, which is not included on the current list of standard furniture approved by Commissioners Court Order 7.O.3 dated March 10, 2020 for a not to exceed cost of \$1,600.00 including shipping.

Further, the purchase will utilize funds from the North Service Center, Precinct 3, Repairs Maintenance (Furniture: Office) current FY25 budget.

Hablamos español y estamos listos para ayudarte.

**Biz** Chair.com.

40

Event / Banquet Stack Chairs / Banquet Stack Chairs / HERCULES Series Trapezoidal Back Stacking Banquet Chair with 2.5" Thick Seat



## HERCULES Series Trapezoidal Back Stacking Banquet Chair with 2.5" Thick Seat

**\$28.16**

Item # FD-BHF-1-GG

★★★★★ 4.8 (152)

Color: Black Vinyl/Black Frame



Quantity

|   |   |   |
|---|---|---|
| - | 1 | + |
|---|---|---|

[Banquet Chair Buying Guide](#) >

**Buy More, Pay Less!**

50+ units

**\$25.29** 10% Off

ADD TO CART

In Stock. Usually ships in 24 - 48 business hours



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.28.**

**5/27/2025**

---

Contract for Stop Loss Insurance Consultant

---

Upon review by the District Attorney's Office - Civil Division, approve a contract with S&A Chtata Enterprises, LLC DBA Overt Stop Loss, of Helotes, Texas, for consulting services for a Stop Loss insurance policy, per the attached documents.

Additionally, the consulting fees are not to exceed \$49,992.00, per year and will be paid from the Human Resources Department's fiscal year 2025 budget.

Further, that the County Judge be authorized to sign any documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.

## **CONSULTING SERVICE AGREEMENT**

This Consulting Service Agreement (“Agreement”) is entered into as of June 1, 2025 (the “Effective Date”), by and between S&A Chtata Enterprises, LLC DBA Overt Stop Loss (“consultant”) located at 11844 Bandera Rd #519, Helotes, Texas 78023; and Brazoria County (the “client”) whose principal offices are located at 237 East Locust ST. #203, Angleton, Texas 77515.

WHEREAS the Client wishes to enter a consulting relationship with Overt Stop Loss, independent contractor, on the terms and conditions set forth in this Agreement, and Overt Stop Loss is willing to accept such a consulting relationship.

NOW THEREFORE, for and in consideration of the provisions and conditions set forth in this Agreement, the client and consultant agree as follows:

### ***I. Consulting Agreement Term***

This Consulting Agreement shall commence and be effective on June 1, 2025, and shall remain in effect for an initial term of one (1) year(s) ending May 31, 2026. Following the initial term, this Agreement shall automatically renew (“Renewal Term”) for successive four (4) one-year terms (“Renewal Term”) unless either party provides at least thirty (30) day’s prior written notice of its intent to not renew this Agreement prior to the end of the Initial Term or the then current Renewal Term. This agreement may be renewed when agreed upon by both parties. This agreement is subject to the *Fees* described herein.

### ***II. Termination***

Either party may terminate this Consulting and Analytics Agreement with or without cause earlier than the end date, by giving the other party at least thirty (30) days written notice of its intent to terminate this Agreement. In the event such termination is effective during the consulting or analytics Period, Client shall be responsible to consultant for any services and fees provided and performed prior to the date of termination.

### ***III. Services***

Overt Stop Loss will provide consulting services as fully described in Exhibit A (“Scope of Services”). Exhibit A is attached to and made a part of this Agreement. Overt Stop Loss will perform other services (Additional Services”) as the client and consultant mutually agreed upon, in writing.

### ***IV. Fees***

Subject to any changes, as may be mutually agreed by the parties, a consultant is being engaged on a monthly fee basis. The monthly fee is \$4,166 per month. Consultant fee is guaranteed for One (1) year (“Initial Term”) and Four (4) one-year terms (“Renewal Term”). Overt Stop Loss has the right to change the consulting fee starting after the “(Renewal Terms”) have expired.

**V. Monthly Statements, Payment Terms and Communication**

Statements for fees due will be emailed monthly unless otherwise advised. The Statements are due and payable upon receipt. Any invoice that is not paid within 30 days of its date will be considered past due. Past due billings will accrue interest at the rate of 1.5% per month (18% per annum) until paid.

**VI. Future Services**

This agreement will also apply to services rendered for such future matters that we mutually agree will be handled by Overt Stop Loss, provided that the engagement in each such future matter is evidenced by a confirming letter setting forth the scope of such future services. If future services are substantially different from those to which this agreement applies, and/or there are any proposed material changes in fee or expense terms, either party may request that a new consulting agreement be executed, or that an amendment to this agreement be entered into by the parties.

**VII. Review, Acknowledgement, and Execution Prior to Commencement of Scope of Services.**

If this letter correctly sets forth your understanding of the scope of services by Overt Stop Loss to the client, and if the terms are satisfactory, we ask that you please execute a copy of this agreement and return to us. If the scope of services described is incorrect or if the terms of the agreement set forth in this letter are not satisfactory for you, please let us know so that we can discuss either aspect.

**VIII. Performance and Scope**

A) Reliance. In terms of the performance of its duties, a consultant may rely upon and will have no obligation to independently verify the accuracy, completeness, or authenticity of any written instructions or information provided to Overt Stop Loss by the Client or its designated representatives and reasonably believed by Overt Stop Loss to be genuine and authorized by the Client.

B) No Practice of Law. The client hereby specifically states and understands that consultant is not an attorney and does not provide legal advice. The consultant will not be obligated to perform, and the client will not request the performance of any services which may constitute unauthorized practice of law. The client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of consultant under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the client has foreign operations, any applicable foreign laws and regulations.

C) Advisory Capacity. The client acknowledges and understands that the services are limited to an advisory capacity only and represent the opinion(s) and suggestion(s) of Overt Stop Loss. Notwithstanding the Services being provided by consultant, services shall not be construed, in any way, shape or form, as decisions on the part, or in behalf, of client. The client hereby specifically states and agrees that all decisions related to client's business, operations, personal affairs and all other matters discussed between client and consultant, are deemed to have been made and shall be made by client in its sole and absolute discretion. Notwithstanding the above, failure to agree with and/or implement the suggestion(s) of consultant shall not be deemed cause for non-payment of services.

D) Subcontractors. Consultant will not be using any subcontractors for the scope of services being provided in this consultancy agreement.

E) Conflict of Interest. Consultant engagement under this agreement will not prevent consultant from taking similar engagements with other clients who may be competitors of the client. The consultant will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in conflict with the client's best interest.

#### **IX. Confidentiality**

A) Client Information. Consultant recognizes that certain confidential information may be furnished by the client to consultant in connection with its services pursuant to this Agreement ("Confidential Information"). The consultant agrees that it will disclose Confidential Information only to those who, in consultant's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of a consultant prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than because of a breach of this Agreement by consultant, or (iii) is or can be independently acquired or developed by consultant without violating any of its obligations under this Agreement. However, disclosure by consultant of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

B) HIPAA Privacy. Consultant and the client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the client, as a representative of the health plans and consultant, will enter into a separate Business Associate Agreement.

C) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.



**X. Limitation of Liability**

A) Limitation of Liability. Excluding client's indemnification obligations under Section VI. A) above, in no event will either party be liable to the other party for any incidental damage, consequential damage, special damage, indirect damages, loss of profits, loss of revenues, or loss of use, even if informed of the possibility of such damages. To the extent permitted by applicable law, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise. If either party shall be liable to the other party for any matter arising from this agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party), the amount of damages recoverable against the liable party with respect to any breach, performance, nonperformance, act or omission hereunder will not exceed one million dollars (\$1,000,000). This provision fully applies permitted by applicable law.

**XI. Method of Delivering Notices**

Any notices, requests and other communications pursuant to this Agreement shall be made via e-mail. Notice shall be effective upon receipt. Each party has designated the following individual at the following e-mail address to receive notice, requests or communication:

| <b>BRAZORIA COUNTY</b>             | <b>OVERT STOP LOSS</b>           |
|------------------------------------|----------------------------------|
| Attention: Holly Fox               | Attention: Stephanie Chtata      |
| Phone: (979) 864-1797              | Phone: 210-845-5053              |
| Email: hollyf@brazoriacountytx.gov | Email: schtata@overtstoploss.com |

Either party, by e-mail request, may change the e-mail address to which notices to such party sent.

**XII. Miscellaneous**

A) Severability. Any clause, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph or article so held to be invalid, illegal or ineffective.

B) Agreements, Exhibits and Amendments. This Agreement including all Exhibits and Amendments constitutes the entire agreement between client and consultant. All Exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim. This Agreement may be amended by written agreement and executed by both client and consultant.

C) Applicable Law. This Agreement will be construed, and in accordance with the laws of the State of Texas. All services performed by the consultant shall always follow all applicable federal, state, and local laws, ordinances, and regulations.

**Consulting and Education**

D) Agreement Binding on Successors. This Agreement and all covenants, benefits, privileges, and benefits hereunder, shall be binding upon and shall inure to the benefit of parties hereto and their successors and assigns.

E) Execution of Multiple Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

F) Survival of Provisions. Sections VI(a), VII and VIII will survive the termination of this Agreement.

G) Mediation of Disputes: In the event of any dispute under this Agreement as to any matter, term, provision, right or covenant herein contained, the meaning of any term or provision, the breach of or default under any provision or covenant of this Agreement, and/or the enforcement of and under any provisions, rights or covenants of this Agreement, the parties agree to attempt to resolve such dispute and conflict by mediation within forty-five (45) days after written notice thereof is given by a party to the other party utilizing a third party neutral agreed upon by the parties or if no agreement is reached as to such third party neutral then such neutral shall be appointed by a District Judge sitting in Brazoria County, Texas, upon any party's motion or request. The mediation shall be held in Brazoria County, Texas.

H) Force Majeure: If by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such Force Majeure in writing to other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, order of any kind of the Government or the courts of the United States or the State of Texas, or any Civil or military authority insurrection or on account of any other causes not reasonably within the control of the party claiming such inability.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

| <b>BRAZORIA COUNTY (CLIENT)</b> | <b>OVERT STOP LOSS (CONSULTANT)</b> |
|---------------------------------|-------------------------------------|
| By:                             | By:                                 |
| Printed Name:                   | Printed Name:                       |
| Title:                          | Title:                              |
| Date:                           | Date                                |

## **SCOPE OF SERVICES**

### **Exhibit A**

The consultant will provide the following services, as mutually agreed by the client and consultant in writing. Scope of Services are subject to changes as mutually agreed upon by both parties. All Scope of Services identified below are initial and additional services could be identified as the transition timeline progresses.

**CONSULTING SERVICES** *(The timing and frequency for the services described below may be altered when mutually agreed to by client and consultant.)*

#### **I. FORECASTING AND MODELING:**

- a. Medical & Rx Claim Forecasting: Estimate future claim costs based on historical trends, seasonality, and known risk factors to stop loss (e.g., high-cost claimants, new treatments).
- b. Trend Adjustments: Apply inflation (trend factors) to prior year claims to forecast future stop loss expected costs
- c. Adjustments for Plan Design Changes: Project stop loss impact of benefit design or network changes on future claim costs
- d. Large Claim Forecasting: Model potential high-cost claims and likelihood of breaching specific deductibles.
- e. Laser Impact Modeling: Project claim impact of current or potential lasers on future stop loss coverage needs.
- f. Shock Claim Scenarios: Run "what if" scenarios based on catastrophic or known ongoing conditions.
- g. Expected vs. Attachment Point Projections: Calculate monthly expected claims and monitor against aggregate attachment points.
- h. Cumulative Claims Projections: Forecast year-to-date run-out against the aggregate stop loss threshold.
- i. Specific Reimbursement Forecast: Estimate reimbursements based on known and projected large claims. Project timing and amounts of stop loss reimbursements
- j. Underwriting Expectation Projections: Forecast potential renewal rate changes based on current loss ratio, large claimants, lasers, and market trends.
- k. Alternate Deductible Modeling: Show projected premiums and reimbursements under varying specific deductible levels.
- l. Total Cost of Risk Projections: Help project total cost of risk including fixed costs (stop loss premium) and variable costs (claims, admin fees).
- m. Peer Group Comparisons: Projected outcomes versus similar sized groups or industry standards.
- n. Carrier Performance Projections: Estimate how alternative carriers or contract terms might impact projected costs and reimbursements.
- o. Analyze data from data analytics platform per client request and as data is downloaded from carriers monthly.

#### **B. Claims Review & Monitoring**

- a. Analyze large claims activity and ongoing high claimant reports.
- b. Track new large claimants and evaluate impact on specific/deductible thresholds.
- c. Monitor claim lag reports for abnormal patterns or delays.
- d. Validate claims against policy provisions and exclusions.

- C. Specific & Aggregate Tracking
  - a. Update specific claim reimbursement tracking logs.
  - b. Review aggregate claims vs. expected attachment point (cumulative).
  - c. Identify any trend towards aggregate breach and notify client.
- D. Contract Performance Evaluation
  - a. Assess stop loss reimbursements for accuracy and timeliness.
  - b. Compare paid vs. expected outcomes to evaluate carrier performance.
  - c. Flag any discrepancies or processing issues with stop loss carriers.
- E. Lasering & Renewal Risk Evaluation
  - a. Identify potential laser candidates for upcoming renewals.
  - b. Estimate renewal underwriting exposure based on current claimants.
  - c. Begin early positioning strategy for groups with heavy risk.
- F. Reporting & Communication
  - a. Prepare and distribute monthly stop loss snapshot reports to clients.
  - b. Summarize claim activity, projected risks, and key stop loss metrics.
  - c. Communicate any red flags, reimbursement delays, or strategic concerns.
- G. Data Analytics Coordination
  - a. Work with TPA, PBM, and carriers to ensure accurate data feeds.
  - b. Validate eligibility files and claim extracts used for reporting.
  - c. Confirm completeness and consistency of data for reporting accuracy.
- H. Market Pulse & Benchmarking
  - a. Track carrier updates, market trends, and pricing shifts.
  - b. Benchmark current case performance vs. industry norms.
  - c. Stay updated on new stop loss product features or services.
- I. Strategic Planning Support
  - a. Support and collaborate with brokers/clients with proactive renewal forecasting.
  - b. Recommend risk mitigation strategies (e.g., case management, predictive analytics, lasers, carve out programs).
  - c. Begin outlining renewal options and alternative carrier considerations.

## II. RENEWAL MARKETING SUPPORT:

- a. Identify the advantages and disadvantages of renewing as is, or making changes
- b. Provide estimated increase or decrease reflecting the financial impact of potential plan changes
- c. Negotiate and coordinate renewal with current carrier, or
- d. Develop strategy and timeline starting from preparation and initiation of the RFP, through selection of the new vendor/carrier, to the effective date of the new plan year
- e. Support custom RFP process based on client need
- f. Develop RFP and gather all reporting necessary to obtain a thorough stop loss market analysis from all stop loss carriers
- g. Develop and submit to local newspapers the legal notice for the Stop Loss RFP which is billable to the client, if applicable.
- h. Release RFP and/or work with the purchasing department to release to stop loss carriers and any vendors that request the RFP as a result from the public bid.
- i. Address questions or requests for additional information during the RFP process
- j. Provide a detailed comparison of vendor initial responses to the RFP
- k. Facilitate the best and final phase of the selection process with respondents
- l. Ensure that vendor responses meet minimum bid requirements and highlight areas of value-added benefits, or any other variations in coverages or costs
- m. When required, coordinate finalist interviews and questions to support the final

- decision-making process
- n. Facilitate decision process by coordinating close collaboration and discussions with the appropriate team members
- o. Provide coverage summary recommendations and/or presentation to Commissioners Court.
- p. Support amendments to the plan
- q. Coordinate all communications with appropriate team members and the stop loss carrier
- r. Coordinate with administrators on stop loss priority claimants which have contingencies to be sure they are cleared as identified.

### III. POLICY IMPLEMENTATION:

- a. Facilitate coverage binding process.
- b. Support implementation of the new/renewed policies.
- c. Review Plan Document vs. stop loss carrier policy to identify any coverage gaps
- d. Negotiate policy language as necessary to match plan.
- e. Facilitate all TPA/carrier approvals and network analysis with carriers.
- f. Coordinate invoices with accounting and stop loss carrier for monthly premiums.
- g. Audit binding documents and stop loss policy prior to release.
- h. Coordinate all communications with appropriate team members for system set up and reporting parameters for new stop loss renewal contract terms.

### IV. STOP LOSS EXPERTISE CONSULTING AND EDUCATION:

- a. Provide stop Loss education to internal and external sources
- b. Provide consulting on all Stop Loss matters
- c. Identify technical solutions, workflow process improvements, and any other opportunities that add administrative ease to the stop loss processes.

### V. STOP LOSS MONTHLY REPORTING AND CLAIM FILING SERVICES

- a. Working with the various GA, TPA, ASO and PBM vendors to make sure claims, notifications and reporting is performed according to stop loss policy guidelines.
- b. Perform stop loss audits of the specific and aggregate monthly reporting.
- c. Collaborate with GA, TPA, ASO and PBM vendors to appeal against any stop loss claim amounts, as needed.
- d. Facilitate aggregate filings and audits with vendors, group, and administrators if an aggregate claim should be filed.

IN WITNESS WHEREOF, the parties hereto have agreed to the Scope of Services identified above in Exhibit A as related to this consulting agreement.

| <b>BRAZORIA COUNTY (CLIENT)</b> | <b>OVERT STOP LOSS (CONSULTANT)</b> |
|---------------------------------|-------------------------------------|
| By:                             | By:                                 |
| Printed Name:                   | Printed Name:                       |
| Title:                          | Title:                              |
| Date:                           | Date                                |



## BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this **1st day of June, 2025** between **Brazoria County** (the “Covered Entity”), and **S&A Chtata Enterprises, LLC DBA Overt Stop Loss** (“Business Associate”). The parties intend to use this Agreement to satisfy the Business Associate contract requirements in the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended.

### I. Definitions

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean S&A Chtata Enterprises, LLC DBA Overt Stop Loss.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **Brazoria County**.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, Subparts A, C, and E and any other applicable provision of HIPAA, and any amendments thereto, including HITECH (below). Core health care activities of “Treatment,” “Payment,” and “Health Care Operations” are defined in the Privacy Rule at 45 CFR 164.501.

(d) HITECH. The term “*HITECH*” means the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.

(e) HIPAA Omnibus Rule. The term “*HIPAA Omnibus Rule*” means the provisions set out in the Federal Register on January 25, 2013, entitled “*Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules.*” These provisions are set out under 45 CFR §§ 160 and 164. The provisions represent the Final Rules and modifications to the HIPAA Privacy, Security, and Enforcement rules, as mandated by HITECH.

The following terms used in this Agreement shall have the same meaning as those terms in HIPAA and the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.



## II. Obligations and Activities of Business Associate

Business Associate agrees to:

1. not use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law;
2. use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
3. to report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of protected health information as required by the HIPAA Rules, and any security incident of which it becomes aware. The report shall include the name of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been accessed, acquired or disclosed during such breach. Such reports shall be submitted within sixty (60) days of the discovery of the breach as required by HIPAA rules. The report shall contain such other information as Business Associate believes is required for Covered Entity to further investigate.
4. to ensure that any subcontractor, which creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate on behalf of Covered Entity agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
5. to provide access, at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.
6. to make any Amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request other than from Covered Entity and shall, at Covered Entity's request, provide Covered Entity with a copy of any Protected Health Information so amended;
7. to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
8. to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

Business Associate shall immediately notify Covered Entity, in writing, upon Business Associate's receipt of any such request for an accounting, other than from Covered Entity, and shall at Covered Entity's request, provide Covered Entity with a copy of the accounting so provided;

### III. Permitted or Required Uses and Disclosures by Business Associate

1. General Use and Disclosure. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement or in other written agreements between the parties, provided that such use or disclosure of Protected Health Information would not violate the HIPAA or the HIPAA Rules or the provisions of the HITECH Act, if done by Covered Entity.
2. Additional use and disclosure.
  - (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
  - (b) Business Associate may use or disclose protected health information as required by law
  - (c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Case Management and/or Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e).
  - (d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1). As required law, if Business Associate becomes aware of a pattern of activity or practice that constitutes a material breach or violation of Business Associate's obligations under these terms, Business Associate must take reasonable steps to cure the breach or end the violation, as applicable.
  - (e) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

### IV. Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

1. Covered Entity shall provide Business Associate with any limitation(s) in its notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

#### V. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, unless Business Associate must disclose Protected Health Information to perform its services and the Covered Entity will have previous knowledge of such disclosure. In addition, if required to perform its services for Covered Entity, Business Associate may use Protected Health Information for the data aggregation or management and administrative activities of the Business Associate.

#### VI. Term and Termination

1. *The Term:* The term of this Agreement shall be effective as of the date the Consulting Service Agreement between the Covered Entity and Business Associate is executed and shall terminate when the Consulting Service Agreement is terminated or on the date Covered Entity or Business Associate terminates for cause as authorized by paragraph 2 of this section, whichever is sooner.
2. *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary. Termination for cause shall also include bankruptcy or insolvency on the part of the Business Associate.
3. *Effect of Termination.* The parties mutually agree that it is essential for certain Protected Health Information to be maintained after the expiration of the Agreement for regulatory and other business reasons. Upon termination of this Agreement, for any reason, Business Associate shall:

- a. retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- b. destroy, return or transmit to another Business Associate at the direction of Covered Entity, all Protected Health Information received or maintained by Business Associate;
- c. continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Agreement, for as long as Business Associate retains the Protected Health Information;
- d. not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
- e. destroy or return to Covered Entity the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

## VII. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
2. *Amendment.* Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
  - a. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for BA and SBA to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act, and its corresponding regulations.
3. *Survival.* The respective rights and obligations of Business Associate under Sections VI and VII of this Agreement shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
5. *No Third Party Beneficiary.* Nothing expressed or implied in this Agreement is intended to confer,

nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

6. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Texas to the extent not preempted by the HIPAA Rules or other applicable federal law.
7. *Waiver.* Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
8. *Severability.* The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision shall be construed and enforced, to the extent practicable and legal, as if it had been more narrowly drawn so as not to be illegal, invalid or unenforceable, and the remainder of this Agreement shall remain in force.
9. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
10. *Notice.* Any notice to be given hereunder to a party shall be made via registered or certified mail, postage prepaid, return receipt requested, by facsimile, by e-mail, or express courier to such party's address as indicated below. Notice shall be effective upon receipt. Each party has designated the following individual at the following address to receive notice:

Covered Entity:  
Brazoria County, Texas  
Holly Fox  
(979) 864-1797  
[hollyf@brazoriacountytexas.gov](mailto:hollyf@brazoriacountytexas.gov)

Business Associate:  
S&A Chtata Enterprises, LLC DBA Overt Stop Loss  
Attn: Stephanie Chtata  
11844 Bandera Rd #519  
Helotes, TX 78023  
210-845-5053  
[schtata@overtstoploss.com](mailto:schtata@overtstoploss.com)

Any changes in the person or address of the person designated to receive notices on behalf of the parties shall be promptly communicated to the other party.

COVERED ENTITY

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

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

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

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

BUSINESS ASSOCIATE

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

Printed Name: Stephanie Chtata

Title: President

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

Place on Brazoria County letterhead

5/19/2025

Re: Overt Stop Loss – Stop Loss Consultant

To Whom it may concern:

This letter services as notice that, effective as of the date of this letter, Brazoria County authorizes you and your company to recognize Overt Stop Loss/Stephanie Chtata, as the Counties Stop Loss Consultant.

Overt Stop Loss has authorized access to the below, in its entirety.

**Eligibility** – All data for Employees, Retirees, and eligible Dependents

**Medical** – All data for Employees, Retirees, and eligible Dependents

**Prescription** – All data for Employees, Retirees, and eligible Dependents

**Stop Loss** – All data for Employees, Retirees, and eligible Dependents

Please release any relevant information to Overt Stop Loss. This authorization will stand until it is rescinded in writing by Brazoria County.

Sincerely,





## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.29.**

**5/27/2025**

---

Changer Order No. 1 Computer Aided Dispatch and Record Management System

---

Approve Change Order No. 1 for "Contract #25-33 Motorola Computer Aided Dispatch and Records Management for the Sheriff's Office" in the amount of \$50,240.00 to Motorola Solutions Inc., of Chicago, Illinois, per the attached change order document.

Additionally, the expenditure for the change order will utilize the District Attorney's Office current fiscal year 2025 budget.

Further, that the County Judge be authorized to sign any and all documents or amendments related to this agreement; and that the final documents be authorized to attach to the minutes.



# CHANGE ORDER

CO#1

Change Order Number: 001 – Brazoria  
 Date: April 29, 2025  
 Project Name and Number: BRAZORIA COUNTY P1 SUITE - TXP21I316A  
 Customer Name: Brazoria County  
 Customer Project Mgr: Lieutenant Joshua Waldrop

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Pursuant to meetings conducted with Brazoria County and Motorola Solutions, Inc., this change order is to add the following additional PremierOne licenses:

PremierOne Records Client License – 20  
 PremierOne Records Mobile Client License – 20  
 PremierOne Mobile/Handheld - 20

Contract Project Identifier (Name or Number): TXP21I316A Contract Date: 12/13/2024

In accordance with the terms and conditions of the contract identified above between Brazoria County and Motorola Solutions, Inc., the following changes are approved:

## Contract Price\* Adjustments

|   |              |
|---|--------------|
| Original Contract Price:  | \$ 1,785,591 |
| Previous Change Order amounts for Change Order numbers [001] through [004]: | \$ 0.00      |
| This Change Order:  | \$ 50,240    |
| Contract Credit (If Applicable):  | \$ 0.00      |
| New Contract Price:   | \$ 1,835,831 |

\*“Contract Price” does not include taxes.



# CHANGE ORDER

CO#1

## Completion Date Adjustments

|   |           |
|---|-----------|
| Original Completion Date:                           | No Change |
| Current Completion Date prior to this Change Order: | No Change |
| New Completion Date:                                | No Change |

|   |
|---|
| <b>Equipment Changes:</b> <i>(additions, deletions or modifications)</i> Include attachments if needed. |
| None  |

|  |
|--|
| <b>Scope of Work Changes:</b> <i>(additions, deletions or modifications)</i> Include attachments if needed.  |
| The following additional licenses will be added to the scope of the project:<br><br>PremierOne Records Client License – 20<br>PremierOne Records Mobile Client License – 20<br>PremierOne Mobile/Handheld - 20 |

|   |
|---|
| <b>SUA/Support Service Changes:</b> <i>(additions, deletions or modifications)</i> Include attachments if needed. Must be completed by Project CSM. |
| None  |

|  |
|--|
| <b>Schedule Changes:</b> <i>(describe change or N/A)</i> |
| None   |

| <b>Contract Price Changes:</b> <i>(describe change or N/A)</i>   |        |          |          |          |          |          |          |          |          |         |          |        |          |          |          |          |          |          |          |          |
|--|--------|----------|----------|----------|----------|----------|----------|----------|----------|---------|----------|--------|----------|----------|----------|----------|----------|----------|----------|----------|
| Implementation: \$50,240   |        |          |          |          |          |          |          |          |          |         |          |        |          |          |          |          |          |          |          |          |
| Maintenance:   |        |          |          |          |          |          |          |          |          |         |          |        |          |          |          |          |          |          |          |          |
| <table border="1"> <thead> <tr> <th>YEAR 1</th><th>YEAR 2</th><th>YEAR 3</th><th>YEAR 4</th><th>YEAR 5</th><th>YEAR 6</th><th>YEAR 7</th><th>YEAR 8</th><th>YEAR 9</th><th>YEAR 10</th></tr> </thead> <tbody> <tr> <td>\$11,053</td><td>11,605</td><td>\$12,186</td><td>\$12,795</td><td>\$13,435</td><td>\$14,106</td><td>\$14,812</td><td>\$15,552</td><td>\$16,330</td><td>\$17,147</td></tr> </tbody> </table> | YEAR 1 | YEAR 2   | YEAR 3   | YEAR 4   | YEAR 5   | YEAR 6   | YEAR 7   | YEAR 8   | YEAR 9   | YEAR 10 | \$11,053 | 11,605 | \$12,186 | \$12,795 | \$13,435 | \$14,106 | \$14,812 | \$15,552 | \$16,330 | \$17,147 |
| YEAR 1   | YEAR 2 | YEAR 3   | YEAR 4   | YEAR 5   | YEAR 6   | YEAR 7   | YEAR 8   | YEAR 9   | YEAR 10  |         |          |        |          |          |          |          |          |          |          |          |
| \$11,053   | 11,605 | \$12,186 | \$12,795 | \$13,435 | \$14,106 | \$14,812 | \$15,552 | \$16,330 | \$17,147 |         |          |        |          |          |          |          |          |          |          |          |



# CHANGE ORDER

CO#1

**Customer Responsibilities: (describe change or N/A)**

Customer's responsibilities are set forth throughout the Contract.

**Payment Schedule for this Change Order:**

(describe new payment terms applicable to this change order)

50% - Execution of change order

50% - Beneficial use or when the PremierOne system is deployed to the live PremierOne environment for Brazoria.

**Purchase Order Requirements for this Change Order (select only one).**

☒ A Purchase Order is required - included with this change order and is attached.

☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

☐ No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions, Inc.**

**Customer**

By: Lori Bryson

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

Printed Name: Lori Bryson

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

Title: Regional Delivery Manager

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

Date: April 30, 2025

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

Reviewed by: Maurice Mosby  
Motorola Solutions Project Manager

Date: 4/29/2025

## Certificate Of Completion

Envelope Id: 0C116209-8A3F-4CD2-A215-29EDB2774FC6

Status: Completed

Subject: Complete with Docusign: Brazoria - PremierOne - Additional Licenses.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Maurice Mosby

AutoNav: Enabled

500 West Monroe

Envelopeld Stamping: Enabled

Chicago, IL 60661

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

Maurice.Mosby@motorolasolutions.com

IP Address: 10.101.81.73

## Record Tracking

Status: Original

Holder: Maurice Mosby

Location: DocuSign

4/30/2025 3:58:52 PM

Maurice.Mosby@motorolasolutions.com

### Signer Events

### Signature

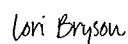
### Timestamp

Lori Bryson

Lori.Bryson@motorolasolutions.com

Regional Delivery Manager

Motorola Solutions

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 76.130.35.184

Sent: 4/30/2025 4:00:06 PM

Viewed: 4/30/2025 4:13:18 PM

Signed: 4/30/2025 4:13:43 PM

Freeform Signing

### Electronic Record and Signature Disclosure:

Accepted: 8/2/2023 10:35:13 AM

ID: 6bc105aa-187e-4d62-8c6f-a9dd85047f24

### 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

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

4/30/2025 4:00:06 PM

Certified Delivered

Security Checked

4/30/2025 4:13:18 PM

Signing Complete

Security Checked

4/30/2025 4:13:43 PM

Completed

Security Checked

4/30/2025 4:13:43 PM

### Payment Events

### Status

### Timestamps

### Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Motorola Solutions, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Motorola Solutions, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bryan.kurzynski@motorolasolutions.com](mailto:bryan.kurzynski@motorolasolutions.com)

#### **To advise Motorola Solutions, Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bryan.kurzynski@motorolasolutions.com](mailto:bryan.kurzynski@motorolasolutions.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Motorola Solutions, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bryan.kurzynski@motorolasolutions.com](mailto:bryan.kurzynski@motorolasolutions.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Motorola Solutions, Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bryan.kurzynski@motorolasolutions.com](mailto:bryan.kurzynski@motorolasolutions.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Motorola Solutions, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Motorola Solutions, Inc. during the course of your relationship with Motorola Solutions, Inc..



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.46.**

**12/10/2024**

---

Purchase of a New Computer Aided Dispatch and Records Management System for the Sheriff's Office

---

Upon final review by the District Attorney - Civil Division, approve the purchase of a new Computer Aided Dispatch and Records Management System for the Sheriff's Office from Motorola Solutions, Inc., of Chicago Illinois, utilizing the State of Texas Department of Information Resources cooperative contract DIR-CPO-4533.

The initial purchase is being funded by American Rescue Plan Act (ARPA) Lost Revenue in the amount of \$1,785,591.00, per the attached proposal.

The subsequent maintenance and support through year ten is included in the proposal and will be funded, if approved by Commissioners Court prior to each budget year, in the Sheriff's Office budget.

Further, that the County Judge be authorized to sign any and all agreements to execute the agreement.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. H.30.**

**5/27/2025**

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Out of State Travel

---

Approve Out of State travel for the Brazoria County Sea Grant - Texas A&M Coastal Marine Resources County Extension Agent to attend the National Marine Educators Association Conference in Lafayette, LA from June 27, 2025 through July 4, 2025. He will also be in attendance for the Sea Grant Educators Network set up for the event.

Travel expenses will be paid for out of this years approved county budget.

# NMEA 2025 CONFERENCE SCHEDULE AT-A-GLANCE

| JUNE 28                          | JUNE 29  | JUNE 30   | JULY 1  | JULY 2   | JULY 3  |
|----------------------------------|--|---|---|--|---|
| SAT                              | SUN  | MON   | TUE   | WED  | THU   |
| Grant Meeting<br>EA Board Dinner | <ul style="list-style-type: none"> <li>NMEA Board Meeting</li> <li>Welcome Icebreaker</li> </ul> | <ul style="list-style-type: none"> <li>Keynote</li> <li>Concurrent Sessions</li> <li>Poster Session</li> <li>Offsite Evening Event</li> </ul> | <ul style="list-style-type: none"> <li>Keynote</li> <li>Student Day</li> <li>Concurrent Sessions</li> <li>Stegner Lecture</li> <li>Banquet/Auction Night</li> </ul> | <ul style="list-style-type: none"> <li>Keynote</li> <li>Concurrent Sessions</li> <li>Ticketed Evening Event</li> </ul> | <ul style="list-style-type: none"> <li>Field Trips</li> </ul> |

## CONFERENCE DATES

- **Saturday June 28:** SGEN Meeting
- **Sunday June 29:** NMEA Board Meetings and conference Welcome Event
- **Monday June 30:** Keynote, Concurrent Sessions, Special Poster and Exhibits Session, Evening at Vermillionville
- **Tuesday, July 1:** Keynote, Concurrent Sessions, Student Day at NMEA, Exhibits, Stegner presentation, Annual Banquet and Auction
- **Wednesday, July 2:** Keynote, Concurrent Sessions, Evening event at Pat's Fisherman's Wharf (ticketed)
- **Thursday, July 3:** Full and half-day field trips

## CONFERENCE LOCATION

University of Louisiana at Lafayette Student Union, 620 McKinley St. Lafayette, LA, 70503

Good afternoon! I am writing to request to be put on the Court's agenda for approval for out of state travel to attend the National Marine Educators Association Conference in Lafayette, LA. I'm a member of the Southern Association of Marine Educators (SAME). SAME is hosting this national conference.

I intend to use county funds allocated to me for travel to this conference. Conference activities run from June 28 to July 3. Total expense to attend the conference is \$1,438.20. This sum includes Early-bird Registration \$545; 7 nights in a dorm room at \$75 per night and mileage for personal vehicle for 263 miles one way at 0.70 cents per mile round trip \$368.20. If allowed to take a county vehicle that would reduce the travel expense.

I will be traveling on Friday, June 27. Attending the Sea Grant Educators Network on Saturday, June 28. Assisting with set up of displays on Sunday. I'll return July 4<sup>th</sup>.

I have attached a summarized agenda as the full agenda is not available at the time of this email.

Please let me know if you need additional information.

Thank you!



## COMMISSIONERS COURT OF BRAZORIA COUNTY

---

**ORDER NO. H.31.**

**5/27/2025**

---

Project Development Agreement with TxDOT for BC Expressway Extension

---

Commissioners Court hereby approves the Project Development Agreement with TxDOT for BC Expressway Extension.

Further, that the County Judge is authorized to sign said agreement after final review by the District Attorney's Office-Civil Division.

**PROJECT DEVELOPMENT AGREEMENT**

**BRAZORIA COUNTY EXPRESSWAY EXTENSION**

**TEXAS DEPARTMENT OF TRANSPORTATION**

**BRAZORIA COUNTY, TEXAS**

**AND**

**BRAZORIA COUNTY TOLL ROAD AUTHORITY**



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**BRAZORIA COUNTY EXPRESSWAY EXTENSION  
PROJECT DEVELOPMENT AGREEMENT**

STATE OF TEXAS                   §

§

COUNTY OF TRAVIS           §

**THIS AGREEMENT**, by and among the **TEXAS DEPARTMENT OF TRANSPORTATION** (“**TxDOT**”), an agency of the State of Texas, as authorized by the Texas Transportation Commission (“**Commission**”), **BRAZORIA COUNTY, TEXAS** (“**Brazoria County**”), a political subdivision of the State of Texas, and the **BRAZORIA COUNTY TOLL ROAD AUTHORITY** (“**BCTRA**”), a local government corporation created pursuant to and authorized by chapter 431, subchapter D of the Texas Transportation Code (hereinafter **Brazoria County** and **BCTRA** jointly referred to as “**County**”, and acting as one party to this agreement), is executed to be effective when fully executed by all parties (“**Agreement**”).

**RECITALS**

The following recitals are a part of this Agreement:

1. State Highway 288 currently exists in Harris and Brazoria Counties, Texas as a non-tolled segment of the state highway system, and includes toll lanes in the median of State Highway 288 in Harris County from south of the State Highway 288/US 59 interchange to the connection with the Brazoria County Expressway;
2. The Brazoria County Expressway currently exists in Brazoria County, Texas in the median of State Highway 288 from 200 feet south of the south abutment of the Clear Creek Bridge to County Road 58 as a tolled County project located in the median of State Highway 288;
3. Chapter 284 of the Texas Transportation Code (the “**Code**”) authorizes certain counties, including Brazoria County, to construct, acquire, improve, operate, and maintain certain transportation projects;
4. Brazoria County created the Brazoria County Toll Road Authority on or about December 16, 2003 for the purpose of assisting Brazoria County with the financing, construction, and operation of toll roads in Brazoria County;
5. On May 23, 2013, environmental approval was obtained for the Brazoria Project, as hereinafter defined;
6. Under Section 228.011 of the Code, the County has the option to design, construct, finance, operate and maintain improvements to SH 288 within Brazoria County;

7. Pursuant to Section 228.011(f) of the Code, TxDOT or the Commission may provide written notice to the County meeting the requirements of Section 228.011(e) and describing in reasonable detail the location of a toll project on or along SH 288, a projected cost estimate, sources and uses of funds, and a construction schedule;
8. If after receipt of the notice described immediately above, the County exercises the first option with respect to the toll project described in the notice, and then fails to enter into one or more contracts as described in Section 228.011(f) of the Code by the deadlines described in that provision, then the Commission or TxDOT may enter into a contract for the financing, construction, or operation of the toll project with a different entity;
9. Pursuant to Section 228.011 of the Code, the County intends to develop, construct, and operate the Brazoria Project, a toll project in the SH 288 corridor beginning at the southern terminus of the current Brazoria County Expressway and continuing southward to CR 60 (the future Grand Parkway/State Highway 99). The terminus of the Brazoria Project will be as set forth in Exhibit "A" attached hereto;
10. Pursuant to Section 228.011(b-1) of the Code, TxDOT shall assist Brazoria County in the financing, construction, and operation of the Brazoria Project by allowing Brazoria County to use state highway right-of-way owned by TxDOT and to access the state highway system. The same provision of the Code requires Brazoria County to reimburse TxDOT for its use of the right-of-way. Section 228.011(c) of the Code requires TxDOT and Brazoria County enter into an agreement that includes reasonable terms to accommodate the use of the right-of-way by Brazoria County and to protect the interests of the Commission and TxDOT in the use of the right-of-way for operations of TxDOT, including public safety and congestion mitigation on the right-of-way.
11. The Brazoria Project will be constructed by the County on a portion of the State-Owned ROW (as hereinafter defined), as more particularly described in Exhibit "A" to this Agreement, and, in accordance with Section 284.008(c), Transportation Code, the Brazoria Project will become a part of the state highway system when: (1) all of the bonds and interest on the bonds that are payable from or secured by revenues of the project have been paid by the County (or another person with the consent or approval of the County); or (2) a sufficient amount for the payment of all bonds and the interest on the bonds to maturity has been set aside by the County (or another person with the consent or approval of the County) in a trust fund held for the benefit of the bondholders. TxDOT will remain responsible for the maintenance of the non-toll lanes of SH 288 in the SH 288 corridor;
12. Chapter 284, Transportation Code, applies to a pooled project in the same manner that it applies to any other project authorized under that chapter. Brazoria County may issue bonds that are payable either in whole or in part from the revenues of the pooled project and currently intends to system finance the Brazoria Project and to pool it with the Brazoria County Expressway in accordance with Chapter 284, Transportation Code, and the County currently intends to pledge revenues of the pooled project for some or all of the purposes specified in Section 284.065(e), Transportation Code, including specifically, to pay bonds issued to finance capital improvements comprising the Brazoria Project;

13. In developing and constructing the Brazoria Project, the County expects to use the design-bid-build delivery methodology, and expects to finance the development and construction, and to own and operate the project, through BCTRA;
14. TxDOT has determined that the State will receive substantial benefits from toll road projects to be constructed, operated and maintained by the County, and as provided in this Agreement, through the authorization to use State-Owned ROW by the County for such purposes;
15. In Minute Order 114768 dated November 17, 2016, the Commission approved the Brazoria County Expressway as a county toll project, and approved the connection of the Brazoria County Expressway to the state highway system;
16. In Minute Order [ ] dated [ ], the Commission approved the Brazoria Project as a county toll project, and approved the connection of the Brazoria Project to the state highway system;
17. By Court Order H.28 dated November 28, 2023, Brazoria County approved this Agreement and by Court Order [ ] dated [ ], Brazoria County further ratified this Agreement;
18. By Resolution R2023-43 dated November 16, 2023, the Brazoria County Toll Road Authority approved this Agreement and by Resolution [ ] dated [ ], the Brazoria County Toll Road Authority further ratified this Agreement;
19. The County's construction, maintenance, and operation of the Brazoria Project shall comply with the requirements of applicable state and federal law;
20. One purpose of this Agreement is to protect the interests of the Commission and TxDOT in the use of right-of-way for operations of the department, including public safety and congestion mitigation on the right-of-way;
21. Sections 201.209, 222.103, 228.002, 228.011, 284.003, 284.006, and 284.063 of the Code, along with chapter 791 of the Texas Government Code, authorize agreements between TxDOT and certain governmental entities, including counties, pertaining to the design, construction, financing, operation, ownership, and maintenance of highways;
22. TxDOT wishes to grant to the County, pursuant to Section 228.011 of the Code, the right to use a portion of the State-Owned ROW; however, TxDOT will remain responsible for maintenance of the non-toll lanes of SH 288 in the SH 288 corridor;

### **TERMS OF AGREEMENT**

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and promises of the parties as described in this Agreement, TxDOT, Brazoria County, and BCTRA agree as follows:

## 1. Definitions

**Agreement** means this Project Development Agreement.

**Brazoria Project** means the development, design, construction, financing, operation, and maintenance of improvements in the median of SH 288 from County Road (“CR”) 58 to CR 60 (future SH 99), to include two northbound toll lanes and two southbound toll lanes, separated from the general purpose lanes by a hard barrier such as a concrete traffic barrier. The northern terminus of the Brazoria Project is the southern terminus of the existing portion of the Brazoria County Expressway or CR 58. The term includes the structures and pavement for all access points permitted under this Agreement. The term also includes the right of the County to use a portion of the State-Owned ROW, as described in more detail herein, but does not include title to any of the State-Owned ROW, which shall remain with TxDOT. The Brazoria Project extends from one hard barrier between the toll lanes and the general purpose lanes to the other hard barrier between the toll lanes and the general purpose lanes, inclusive of the hard barriers themselves, but excludes the general purpose lanes and the frontage roads within the SH 288 Corridor.

**Effective Date** means the date this Agreement is fully executed by all parties.

**Environmental Documents** means, as applicable, an environmental assessment, an environmental impact statement, a categorical exclusion, a Finding of No Significant Impact, a Record of Decision, any re-evaluation of an environmental assessment, any decision in connection therewith, any environmental permit or related authorization or decision, and/or any other environmental commitments or obligations, as they may relate to the Brazoria Project.

**SH 288 Mainlanes and Frontage Roads** means the general purpose lanes and frontage roads along the SH 288 Corridor, in Brazoria County, as they exist currently and as they may exist in the future.

**State-Owned ROW** means all right of way owned by the State in the existing footprint of SH 288.

## 2. Brazoria Project Description and Overview

- a. The County will provide and be responsible for the design, construction, financing, operation and maintenance of the Brazoria Project, in accordance with and subject to the terms of this Agreement.
- b. The County is hereby authorized to use and will be allowed to utilize a portion of the State-Owned ROW for the construction, operation and maintenance of the Brazoria Project, all as described in attached Exhibit “A,” provided that such uses will comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the State-Owned ROW for operations of the department, including public safety and congestion mitigation on the State-Owned ROW. The County agrees that its use of the State-Owned ROW will not damage, impair safety, impede maintenance, or otherwise restrict operation of the SH 288 Mainlanes and Frontage Roads.

- c. Upon completion, the Brazoria Project and the facilities and structures comprising the Brazoria Project will be owned by the County, and the County will be responsible for the operation and maintenance of the project and such facilities, provided, however, in planning and making policies, the Commission shall consider for incorporation into the State highway system the Brazoria Project as a turnpike that another governmental entity is authorized to construct. TxDOT will retain title to all of the State-Owned ROW, subject to the rights to use the State-Owned ROW granted to the County herein.
- d. The Brazoria Project will be developed to include two northbound toll lanes and two southbound toll lanes including the barrier separation, and will be located between the existing northbound and southbound general purpose mainlanes.
- e. Subject to applicable environmental approvals, access to the Brazoria Project will be provided at the following locations:
  - (1) The south terminus of the toll lanes between the SH 288 crossing of CR 60 and CR 63 via ramps to and from the SH 288 general purpose lanes; and
  - (2) Access ramps from the SH 288 general purpose lanes to the toll lanes at approximately the vicinity of CR 57, CR 56, CR 48, and CR 58; and
  - (3) To and from the SH 6 intersection with SH 288 via entrance and exit ramp bridges located north of SH 6 (which may be constructed in phases or with the initial segment of the Brazoria Project).
  - (4) Access may be provided at such additional locations as may be agreed to by the County and TxDOT.

All such access points shall be part of the Brazoria Project, owned by the County, and shall be developed, constructed, operated and maintained at the County's cost.

### **3. Funding, Financing, Construction, and Operation**

- a. Pursuant to Section 228.011 of the Code, the County has the primary responsibility for the financing, construction, and operation and maintenance of the Brazoria Project. This provision shall survive the termination of this Agreement, subject to the transfer and handback requirements in Section 8.
- b. The County will have sole authority and responsibility for the selection of underwriters, investment bankers, financial advisors, legal counsel and other consultants retained in connection with the financing and procurement of the Brazoria Project.
- c. While the County does not anticipate the use of federal funds, it shall notify TxDOT if it intends to use federal funds to pay for costs of the Brazoria Project. The County will provide TxDOT with any information relating to the use of federal funds required by TxDOT, including any information necessary for TxDOT to carry out

its oversight responsibilities in a timely manner. Any use of state or federal highway funds must be approved by the Commission in accordance with Section 284.003(d) of the Code.

#### **4. Environmental and Right of Way**

##### **a. Responsibilities of the County**

##### **(1) Environmental**

(a) The development of the Brazoria Project shall comply with the Environmental Documents, and with all applicable federal and state environmental laws, rules, and policies, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and the Natural Resources Code, Chapter 191. The County is responsible for all environmental mitigation, remediation, permits, and compliance identified in the Environmental Documents with respect to the Brazoria Project.

(b) The County will promptly advise TxDOT of any proposed design, construction, or operational changes or issues that may impact commitments in the Environmental Documents or that may require additional environmental documents or approvals.

(c) The County will pay for, any environmental reevaluation of the Brazoria Project that is required to be prepared due to no major steps to advance the project being taken in the three years after the date of approval of the 2013 Environmental Document. The County will also pay for, any other environmental reevaluation that pertains to the Brazoria Project or to any environmental approval needed for any reconfiguration including ramp additions or deletions, extensions of or additions to the Brazoria Project. Environmental studies and public involvement shall be completed in accordance with all applicable federal and state requirements and in accordance with Chapter 2, Subchapter C, of Title 43, Texas Administrative Code.

(d) The County will be responsible for managing, treating, handling, storing, remediating, removing, transporting (where applicable) and disposing of all hazardous materials, including contaminated groundwater, encountered or discovered in connection with the development, design, construction, operation, and/or maintenance of the Brazoria Project, including where such hazardous materials might be found in or on that part of the State-Owned ROW used for the Brazoria Project, in accordance with applicable law and governmental approvals.

##### **(2) Right of Way**

(a) Within ten (10) business days of the Effective Date of this Agreement, the County shall make payment in the amount of \$183,045.03 to TxDOT as reimbursement under Section 228.011 of the Code, for the use by the County of portions of the State-Owned ROW, inclusive of air space, for the development, construction, operation and maintenance of the Brazoria Project. This amount equals (a) TxDOT's actual costs to acquire the right-of-way the County has been granted the right to use in the Brazoria Project, or (b) an amount equal to the average actual historical right-of-way acquisition values for comparable right-of-way



located in proximity to the Brazoria Project on the date of original acquisition of the right-of-way.

(b) Notwithstanding the foregoing, TxDOT shall have the right to use and have access over, across, and on the Brazoria Project and the State-Owned ROW as may be necessary or desirable to enable TxDOT to cause the SH 288 Mainlanes and Frontage Roads to be constructed, maintained, and operated, without paying any additional compensation. In exercising such right, TxDOT shall cooperate with the County to lessen the impact of such uses on the County's construction, operation, and maintenance of the Brazoria Project. For any maintenance, construction or other repairs, other than emergency repairs, TxDOT shall provide at least 48 hours written notice to the County prior to exercising its rights under this paragraph.

**b. Responsibilities of TxDOT**

**(1) Environmental**

(a) The development of the Brazoria Project shall comply with the Environmental Documents, and with all applicable federal and state environmental laws, rules, and policies, including the National Environmental Policy Act of 1969, the National Historic Preservation Act of 1966, the Clean Water Act, the Endangered Species Act, 43 TAC §2.50, and the Natural Resources Code, Chapter 191. The County is responsible for all environmental mitigation, remediation, permits, and compliance identified in the Environmental Documents with respect to the Brazoria Project.

(b) TxDOT will take the lead on any environmental reevaluation of the Brazoria Project that is required to be prepared due to no major steps to advance the project being taken in the three years after the date of approval of the 2013 Environmental Document. TxDOT will also take the lead on any other environmental reevaluation that pertains to the Brazoria Project or to any environmental approval needed for any reconfiguration including ramp additions or deletions, extensions of or additions to the Brazoria Project. Environmental studies and public involvement shall be completed in accordance with all applicable federal and state requirements and in accordance with Chapter 2, Subchapter C, of Title 43, Texas Administrative Code.

(c) TxDOT will perform and obtain approval for all environmental reevaluations needed for the Brazoria Project by March 1, 2026 in accordance with the schematic as approved by TxDOT on August 7, 2024.

**(2) Right of Way**

(a) As provided in Section 228.011 of the Code, and subject to Section 4.a.(2) of this Agreement, TxDOT will grant to the County the right, inclusive of air space, to use a portion of the State-Owned ROW for the construction, operation and maintenance of the Brazoria Project, all as described in attached Exhibit "A," provided that such uses will comply with the requirements of applicable state and federal law and will not impair the interests of TxDOT and the Commission in the use of the State-Owned ROW for operations of the department, including public safety and congestion mitigation on the State-Owned ROW. Such right shall include, but not be limited to, the right to use a portion of the State-Owned ROW for the storage of equipment and materials used by the County in the maintenance of the Brazoria Project. The location of any such storage site shall be by agreement between TxDOT and the County.

(b) Subject to the rights of use granted to the County under this Agreement (which shall include air rights), TxDOT will retain ownership of all of the State-Owned ROW, including those portions which the County has the right to use, and will further retain ownership of the SH 288 Mainlanes and Frontage Roads.

## **5. Design and Construction**

### **a. Responsibilities of the County**

- (1) Subject only to the terms of this Agreement, the County has responsibility for the design and construction of the Brazoria Project. The County is responsible for the timely development of the plans and specifications for the construction of the Project, including all required and remaining utility relocations and/or adjustments, and all costs associated therewith.
- (2) Plans and specifications developed by the County for the Brazoria Project are and shall be in accordance with the standards required by TxDOT as defined in 43 TEX. ADMIN. CODE §27.74. In the absence of applicable standards in the Code or the TxDOT design standards, the plans and specifications must be in compliance with the American Association of State Highway and Transportation Officials (“AASHTO”) standards. All plans and specifications have been and shall be developed in accordance with the design criteria for functional classification and design speed as shown on the approved ultimate schematics as prepared with the SH 288 (US 59 to CR 60) Environmental Assessment which obtained a Finding of No Significant Impact on May 23, 2013, unless modified by an environmental reevaluation or approved design deviation. The County may request a design deviation from TxDOT subject to Sections 4 and 5 of this Agreement.
- (3) Plans and specifications for the Brazoria Project must conform to the latest version of TxDOT’s Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and to the Texas Manual of Uniform Traffic Control Devices (TMUTCD). However, the Executive Director of TxDOT or designee may approve use of alternative specifications if the alternative is determined to be sufficient to ensure the quality and durability of the finished product for its intended use and the safety of the traveling public. All signing for the Brazoria Project within the State-Owned ROW shall conform to TMUTCD standards for toll/managed lane facilities.
- (4) The County shall submit to TxDOT for review and approval plans and specifications at the 30% phase for all segments of the Brazoria Project that connect to the state highway system, including overpasses, underpasses, intersections, and interchanges, in accordance with the requirements of 43 TEX. ADMIN. CODE §27.74.

- (5) The County shall submit to TxDOT for review and approval the construction plans and specifications for all segments of the Brazoria Project that connect to the state highway system, including overpasses, underpasses, intersections, and interchanges, in accordance with the requirements of 43 TEX. ADMIN. CODE §27.74. TxDOT will have 14 calendar days to review and comment should it have any issues. The County shall not advertise the project for receipt of bids or proposals until it has received approval of the construction plans and specifications from TxDOT.
- (6) The County shall be responsible for construction of the Brazoria Project in accordance with the latest version of TxDOT's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, and in a manner that minimizes the impact on the operation and maintenance of the SH 288 Mainlanes and Frontage Roads. The County shall be responsible for oversight and field inspection of construction activities, including the cost for such inspections and associated testing services, to verify conformance with the plans and specifications for the Brazoria Project. TxDOT, after providing reasonable notice to the County, may inspect any work performed as part of the construction of the segments of the Brazoria Project that connect to the state highway system, including overpasses, underpasses, intersections, and interchanges, for compliance with the plans and specifications.
- (7) Field changes to the Brazoria Project which would impact operation or maintenance of the SH 288 Mainlanes and Frontage Roads shall be submitted to TxDOT for approval prior to being accomplished. Should the County wish to accept any nonconforming work which would impact operation or maintenance of the SH 288 Mainlanes and Frontage Roads, TxDOT shall be advised of the nonconforming work and shall have final approval of the decision to accept such work.
- (8) Upon completion of construction of the Brazoria Project, the County shall issue to TxDOT a Certificate of Final Completion, showing the date of final completion and certifying that the Brazoria Project has been constructed according to approved plans and specifications. At the earliest possible date thereafter, the County will deliver to TxDOT the final sets of plans and specifications (the "As-Built").
- (9) All work and costs related to relocation, adjustment, or removal of existing utilities necessary to resolve conflicts and allow for construction of the Brazoria Project, other than those costs required to be borne by the utilities, shall be the responsibility of the County, including without limitation the identification of existing utilities and coordination with utility owners to secure relocation, adjustment, or removal of those facilities.
- (10) All utility relocations and/or adjustments shall be in accordance with

applicable state and federal laws, regulations, rules, policies, and procedures, including 43 TAC §21.31 et seq. (Utility Accommodation) and 23 CFR Chapter 1, Part 645. TxDOT acknowledges that utility relocation, adjustment, or removal activities may be undertaken on the County's behalf by its contractor, in which case the County shall be responsible for assuring that the contractor carries out all such relocation, adjustment, and removal activities in a manner consistent with applicable laws and administrative regulations.

- (11) The County will be responsible for the management of traffic and design and implementation of traffic control plans during construction in accordance with applicable laws and regulations, and will submit proposed traffic control plans and documents to TxDOT for review and approval. Traffic control plans shall provide for maintaining the same number of operating general purpose lanes as currently exists from the hours of 5:00 am to 9:00 am and from 3:00 pm to 7:00 pm on weekdays. Any proposed reduction in the number of operating general purpose lanes shall be subject to TxDOT's prior written approval.
- (12) Subject to paragraph a.(7) of this Section 5, TxDOT personnel will be permitted to review all proposed change orders, design and construction deviations, non-conformance reports, and notices of design change to the extent such changes impact operation or maintenance of the SH 288 Mainlanes and Frontage Roads. TxDOT will provide comments within fourteen (14) calendar days of receipt of such documents. If no comments are provided within that time period, it will be deemed that TxDOT has provided no comments to such instruments.

## **6. Operations and Maintenance**

### **a. Responsibilities of the County**

- (1) Subject to the terms of this Agreement, the County will be responsible for the operation and maintenance of the Brazoria Project from and after substantial completion of the Brazoria Project. The County agrees to maintain and operate the Brazoria Project in accordance with the standards and procedures TxDOT uses on state facilities to include TxDOT's Maintenance Management Manual, Maintenance Operations Manual, and Roadside Vegetation Manual; as well as in accordance with the terms of the bond indenture or other financing instrument pursuant to which bonds or other obligations payable from revenues of the Brazoria Project are issued (the "Indenture").
- (2) The County's maintenance obligation includes all routine maintenance, along with all capital maintenance and capital improvements, including, but not limited to:

- (a) Bridge repair and rehabilitation
  - (b) Pavement repair and rehabilitation
  - (c) Concrete traffic barrier repair, replacement, and rehabilitation
  - (d) Sign/lighting/stripping repair, replacement and rehabilitation
  - (e) Signal installation, repair, replacement, including coordination with cities, and
  - (f) Toll equipment repair and replacement.
- (3) The County will be responsible for the promulgation and enforcement of safety and operational standards for the Brazoria Project, including the determination, posting and enforcement of speed limits. The County will be responsible for all traffic management and safety operations on the Brazoria Project, to include:
- (a) police services
  - (b) wrecker services
  - (c) incident response
  - (d) lane closure, and
  - (e) emergency evacuation coordination.
- (4) The County will provide TxDOT a minimum fourteen (14) day advance written notice of all planned maintenance or other activity which will or may impact traffic on the SH 288 Mainlanes and Frontage Roads, which notice will include information regarding any expected lane closures. In the event of a condition requiring emergency maintenance operations, the County may perform that maintenance immediately, and shall notify TxDOT within two (2) hours or as soon as reasonably possible of the beginning of that maintenance that such emergency maintenance operations are being performed. The County shall use its best efforts to coordinate with TxDOT on the status of such emergency maintenance operations and to minimize disruption to traffic on the SH 288 Mainlanes and Frontage Roads, until all such maintenance activities are complete and the facility is fully operational.
- (5) It is understood and agreed that the operation of the Brazoria Project may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other similar causes. In that event, the County shall be responsible for repairing any damage to the Brazoria Project. The County will do everything reasonable to provide for rapid and timely repairs to

those portions which are damaged to ensure that the operation of the facility will be reinstated as soon as possible.

- (6) The County will coordinate with the Office of the Governor of Texas regarding emergency declarations or waivers of tolls on the Brazoria Project during declared emergency evacuations. Any such toll waivers during declared emergencies shall be the responsibility of the County.
- (7) The County shall operate and maintain the Brazoria Project so as to minimize impacts on the ongoing operation and maintenance of the SH 288 Mainlanes and Frontage Roads. In the event that TxDOT determines that the County's operation of the Brazoria Project materially interferes with or adversely affects the construction, maintenance, operation, and/or use of the SH 288 Mainlanes and Frontage Roads, TxDOT will consult with the County, and such modifications or remedial actions acceptable in good faith to both parties for the continued operation of the Brazoria Project will be accomplished and shall be done at the sole expense of the County.

**b. Responsibilities of TxDOT**

- (1) TxDOT will provide all routine and capital maintenance for all facilities and structures within the SH 288 Corridor other than the facilities and structures comprising the Brazoria Project.
- (2) TxDOT will provide the County with a minimum fourteen (14) day advance written notice of all planned maintenance or other activity which will or may impact traffic or revenues on the Brazoria Project, which notice will include information regarding any expected lane closures. In the event of a condition requiring emergency maintenance operations, TxDOT may perform that maintenance immediately, and shall notify the County within two (2) hours or as soon as reasonably possible of the beginning of that maintenance that such emergency maintenance operations are being performed. TxDOT shall use its best efforts to coordinate with the County on the status of such emergency maintenance operations and to minimize disruption to traffic on the SH 288 Mainlanes and Frontage Roads, and also to minimize disruption to traffic and revenues on Brazoria Project, until all such maintenance activities are complete and the facility is fully operational.
- (3) It is understood and agreed that the operation of the SH 288 Mainlanes and Frontage Roads may by necessity be curtailed temporarily in the event of damage caused by flood, accidents or other similar causes. In that event, TxDOT shall be responsible for repairing the damaged facility. TxDOT will do everything reasonable to provide for rapid and timely repairs to those portions which are damaged to ensure that the operation of the facility or facilities will be reinstated as soon as possible.

- (4) TxDOT will perform all state and federally required inspections for bridges and other structures on or along the Brazoria Project, but not including overhead toll gantries, tolling signs, and related structures and facilities, which shall be the responsibility of the County to inspect. The County agrees to provide to TxDOT access to the Brazoria Project as needed to conduct such inspections, and also to provide to TxDOT other information, materials, and assistance as needed to conduct such inspections.

## **7. Tolls and Tolling**

### **a. Toll Equipment**

- (1) The County (either itself or through its contractor) will be responsible for the installation, oversight, testing, commissioning, maintenance, and operation of the toll collection and back-office systems for the Brazoria Project, including all associated hardware and software. The County will design and construct the toll equipment on the Brazoria Project so that it will be interoperable and will accommodate existing toll interoperability agreements between TxDOT and other local agencies including the Harris County Toll Road Authority, METRO, and the Fort Bend County Toll Road Authority.

### **b. Toll Rates and Policy**

The County will set toll rates for the Brazoria Project based upon transportation studies, financing requirements, and the BCTRA Toll Rate Setting Policy.

### **c. Toll Collection**

- (1) The County will have the exclusive right at all times to enforce and collect tolls from the users of the toll lanes of the Brazoria Project, and to retain those toll revenues.
- (2) The County will be responsible for providing and managing toll collection, violation processing and collection (including all necessary enforcement proceedings), revenue handling and accounting, and customer service with respect to the Brazoria Project.

## **8. Transfer of Brazoria Project to TxDOT; Handback Requirements**

a. Section 284.008(c), Transportation Code, provides that a project will become a part of the state highway system when: (1) all of the bonds and interest on the bonds that are payable from or secured by revenues of the project have been paid by the issuer of the bonds (or another person with the consent or approval of the issuer); or (2) a sufficient amount for the payment of all bonds and the interest on the bonds to maturity has been set aside by the issuer (or another person with the consent or approval of the issuer) in a trust fund held for the benefit of the bondholders. At the time the Brazoria Project becomes part of the state highway system pursuant to Section 284.008(c) of the Code, Brazoria County and BCTRA agree to convey to TxDOT all of

their right, title, and interest in the Brazoria Project pursuant to a deed without warranty of title.

b. Prior to and in connection with the transfer of the Brazoria Project to TxDOT in accordance with Section 284.008(c), Transportation Code, Brazoria County and BCTRA agree to comply with the handback requirements as contained in Exhibit “B”.

## **9. Public Information Act**

### **a. Confidentiality**

- (1) The parties understand and agree that each of them is subject to the requirements of the Public Information Act (“PIA”), and that all statements and agreements contained herein, and all future agreements entered into in furtherance of this Agreement, respecting the confidentiality of documents and other information, are subject to and limited by the requirements of the PIA. In the event that a request is made under the PIA for documents in the possession of one party which came from the other party, and the party from which the documents came contends they contain confidential and/or proprietary information, then the party possessing those documents agrees to take such steps as are reasonable and necessary, and allowed under the PIA, to protect those documents from public disclosure. The party from whom the documents originated agrees to bear the expenses incurred by the party resisting the disclosure of the documents.
- (2) Neither party shall be liable to the other for any disclosure of documents required under the PIA, notwithstanding that such disclosure may be contrary to the terms of this Agreement or the terms of any future agreement entered into in furtherance of this Agreement.

## **10. Default**

Default shall occur only in the event either party fails to comply with its respective obligations hereunder. In such event, the non-defaulting party shall give the defaulting party written notice of the condition of default. The defaulting party may cure such default within thirty (30) days from the date of receipt of notice of default; provided that if the default is of such a nature that the cure cannot with diligence be completed within such time period, and the defaulting party has commenced meaningful steps to cure promptly after receiving the notice of default, the defaulting party shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure. In the event of failure to cure such default within the time periods provided in this section, the non-defaulting party may thereafter notify the defaulting party of its intent to terminate this Agreement. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

## **11. Termination**

- a. This Agreement may be terminated upon the occurrence of any of the following conditions:



- (1) by written, mutual agreement and consent of the parties hereto;
  - (2) by either party hereto, upon the default of the other party, according to the process set forth above;
  - (3) by the County, in the event available funding is not sufficient to construct the Brazoria Project based on bids received from prospective contractors or in the event that cost of requirements for environmental mitigation, remediation or compliance are in excess of funding available to the County for the Brazoria Project and no additional funding can be secured;
  - (4) by written notice of termination from TxDOT to the County, in the event that (i) TxDOT acquires the right, pursuant to Section 228.011 of the Code (or any similar or successor statutory provision governing the relative rights of TxDOT and local entities to develop toll projects), to enter into a contract for the financing, construction, or operation of the Brazoria Project; or (ii) the Brazoria Project becomes part of the State Highway System pursuant to 284.008(c) of the Code; or
  - (5) by written notice of termination from TxDOT to the County, in the event that the County at any time cancels or abandons the Brazoria Project.
- b. Notwithstanding anything to the contrary herein, the County shall maintain, and shall have the right to operate toll facilities and collect toll revenue on the Brazoria Project, so long as the bonds or other obligations secured by toll revenue from the Brazoria Project remain outstanding.
- c. The Parties agree that the provisions of Section 8 regarding Transfer of Brazoria Project to TxDOT; Handback Requirements (including Exhibit B) and Section 9 regarding Public Information Act shall survive the termination of this Agreement.

## **12. Miscellaneous**

a. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

To the County at:  
L.M. "Matt" Sebesta, Jr., P.E.  
Brazoria County Judge  
111 E. Locust, Suite 102A  
Angleton, TX 77515  
matts@brazoriacountytx.gov

With a copy to:  
Matt Hanks, J.D., P.E.  
Brazoria County Engineer  
451 N. Velasco, Suite 230

Angleton, TX 77515  
matth@brazoriacountytx.gov

To TxDOT at:

Texas Department of Transportation  
Project Finance, Debt and Strategic Contracts Division  
125 E. 11th Street  
Austin, TX 78701  
Attn: Benjamin Asher  
Email: Benjamin.Asher@txdot.gov

with a copy to:

Texas Department of Transportation  
Houston District  
P.O. Box 1386  
Houston, TX 77251  
Attn: Grady Mapes, P.E.  
Email: Grady.Mapes@txdot.gov

b. **Legal Construction.** In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such provision shall, to the fullest extent permitted by law, be reformed to effectuate the intention of the parties expressed in such provision. To the extent that it cannot be so reformed, that invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

c. **Insurance.** To the extent that this Agreement authorizes the County or its contractor to perform any work on TxDOT right of way, before beginning work the entity performing the work shall provide TxDOT with a fully executed copy of TxDOT's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on TxDOT right of way. This coverage shall be maintained until all work on TxDOT right of way is complete. If coverage is not maintained, all work on TxDOT right of way shall cease immediately, and TxDOT may recover damages and all costs of completing the work.

d. **Force Majeure.** Each party shall be excused from any delay in or failure of its performance hereunder, which are caused by the following:

- (1) aircraft or railroad-train incident;
- (2) acts of God, such as earthquake, tidal wave, tornado, hurricane, flood, or other cataclysmic phenomena;

- (3) terrorism;
- (4) war or other national emergency; or
- (5) any other event or occurrence beyond the reasonable control of that party.

e. **Amendments.** Any changes in the character, agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to this Agreement shall be of any effect unless in writing and executed by the County and TxDOT.

f. **Successors and Assigns.** This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor agency to the County. TxDOT is permitted, without the consent of the County, to assign its interests in this Agreement to a successor agency or entity, which successor agency or entity exercises essentially the same rights and powers as are currently exercised by TxDOT. Other than as provided in the preceding sentence or otherwise in this Agreement, neither TxDOT nor the County shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law. Notwithstanding the preceding, TxDOT shall provide written notice of any assignment to the County.

g. **Relationship of the Parties.** Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT, Brazoria County, and/or BCTRA. Further, nothing in this Agreement, or the performance thereof by the parties, shall constitute a joint enterprise or partnership between TxDOT, Brazoria County, and/or BCTRA.

TxDOT, Brazoria County, and BCTRA agree that each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

h. **Representations and Warranties.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement and to perform its obligations hereunder; that this Agreement has been duly authorized by all necessary action of that party; and that each signatory on behalf of that party is fully authorized to bind that entity to the terms of this Agreement.

i. **Limitations.** All covenants and obligations of TxDOT and the County under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the County shall have any personal obligations or liability hereunder.

j. **Sole Benefit.** This Agreement is entered into for the sole benefit of TxDOT and the County and their respective successors and permitted assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the County, relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the County, or giving any benefits, rights, remedies, or claims to any other public or private person, firm, corporation or other entity.

k. **Interpretation.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision.

**TEXAS DEPARTMENT OF  
TRANSPORTATION**

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

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

**BRAZORIA COUNTY, TEXAS**

By: \_\_\_\_\_  
L.M. "MATT" SEBESTA, JR.  
County Judge

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

**BRAZORIA COUNTY TOLL ROAD  
AUTHORITY**

By: \_\_\_\_\_  
GARY IDOUX  
Chairman

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

**EXHIBIT A**

**MAP OF BRAZORIA PROJECT SHOWING STATE OWNED ROW**

**EXHIBIT B**

**HANDBACK REQUIREMENTS**

## **HANDBACK REQUIREMENTS**

### **1. Handback Requirements**

The County must prepare a Handback Plan that contains the methodologies and activities to be undertaken or employed to meet the requirements of TxDOT at the time the County transfers the Brazoria Project to TxDOT (“Handback” or the “Handback Date”) pursuant to Section 8 of the Agreement. County must submit the Handback Plan, including a Residual Life Methodology Plan, to TxDOT for review at least 48 months before the anticipated Handback Date. The Parties will resolve comments to allow TxDOT approval of the Residual Life Methodology Plan at least 36 months before the anticipated Handback Date. The Residual Life Methodology Plan must include all elements that are part of the Brazoria Project, including entrance and exit ramps and associated structures (collectively, the “Elements”). The County is responsible for performing, at its expense, all work necessary so that the Brazoria Project meets the Residual Life Requirements specified in the Handback Plan on the Handback Date.

Table 1, Residual Life Requirements, defines the Residual Life at Handback which the Elements must have at Handback. For any Element in Table 1, where a Residual Life at Handback is specified, the Residual Life at Handback must be equal to or greater than the period set forth. The time period of the Required Final Residual Life as noted in Table 1 begins at Handback Date. For any Element of the Brazoria Project for which a Residual Life at Handback is not specified in Table 1, the Residual Life at Handback for the Element must equal the documented serviceable life of the Element or five (5) years, whichever is less.

### **2. Residual Life Inspections**

(a) Once the County determines and notifies TxDOT of the intent to transfer the facility to TxDOT, the County will perform Residual Life Inspections within the Brazoria Project. The Residual Life Inspections will include all Elements within the Brazoria Project regardless of whether the County has undertaken Renewal Work for a particular Element in the period prior to any Residual Life Inspection. The County will prepare and submit to TxDOT a plan for conducting three (3) Residual Life Inspections over the course of 36 months prior to the Handback Date. TxDOT must be given the opportunity to witness any of the inspections and/or tests. The County must deliver to TxDOT, within ten (10) calendar days after it is created, the output data arising from any testing and any interpretation thereof made by the testers. Within thirty (30) days following performance of each Residual Life Inspection, the County must submit to TxDOT the findings of the inspection, Residual Life test results and Residual Life calculations. County must perform Residual Life Inspections and testing with appropriate coverage such that the results are representative of the whole Brazoria Project as described in Table 1.

(b) The Residual Life Methodology Plan must contain the evaluation and calculation criteria to be adopted for the calculation of the Residual Life at Handback for all Elements of the Brazoria Project. The scope of any Residual Life testing must be included, together with a list of all independent Residual Life testing organizations, proposed by the County.

(c) TxDOT’s written approval of the Residual Life Methodology Plan, including the scope and schedule of inspections, is required before commencement of Residual Life Inspections.

- (d) County must perform all Work necessary to meet or exceed the Residual Life requirements contained in Table 1 by the time of Handback of the Brazoria Project to TxDOT.
- (e) At the point of Handback, the County must certify in writing to TxDOT that all physical Elements of the Brazoria Project meet or exceed their respective Residual Life requirements.
- (f) Between thirty-six (36) and thirty-three (33) months prior to the Handback Date, the County must perform the first Residual Life Inspection (the First Inspection), including all Elements set forth in Table 1. Within thirty (30) calendar days following performance of the First Inspection, the County must submit to TxDOT the First Inspection Report which must contain the findings of the inspection, including Residual Life test results, the report of the independent testing organization(s), and County calculation of the Residual Life at Handback for all Elements.
- (g) Between twenty-one (21) and eighteen (18) months prior to the Handback Date, the County must perform the second Residual Life Inspection (the Second Inspection) including all Elements within the Brazoria Project, regardless of whether the County has undertaken Renewal Work for a particular Element in the period since the First Inspection. Within thirty (30) calendar days following performance of the Second Inspection, County must submit the Second Inspection Report to TxDOT, which must contain the findings of the inspection.
- (h) Between twelve (12) and six (6) months before the Handback date, the County must perform a final Residual Life Inspection (the Final Inspection) including all Elements within the Brazoria Project, regardless of whether the County has undertaken Renewal Work for a particular Element in the period since the First Inspection. Within thirty (30) calendar days following performance of the Final Inspection, the County must submit the Final Inspection Report to TxDOT, which must contain the findings of the inspection.



**Table 1 Residual Life Requirements**  
**for Brazoria Project**

| Element Category                              | Required Final Residual Life (yrs) | Element Category                         | Required Final Residual Life (yrs) | Element Category                            | Required Final Residual Life (yrs) |
|---|------------------------------------|--|------------------------------------|---|------------------------------------|
| <b>Structures</b>                             |                                    | <b>Road Pavement</b>                     |                                    | <b>Ancillary</b>                            |                                    |
| Reinforced concrete                           | 50                                 | Main lanes                               | 10                                 | Earthwork slopes                            | 50                                 |
| Pre-stressed concrete                         | 50                                 |  |                                    | Metal beam guard rail                       | 10                                 |
| Structural steelwork                          | 50                                 | Frontage/access roads                    | 10                                 | Concrete barrier                            | 20                                 |
| Weathering steel                              | 50                                 | Toll plaza approaches                    | 10                                 | Impact attenuators                          | *                                  |
| Corrugated steel                              | 20                                 |  |                                    | Lighting columns                            | 10                                 |
| Corrosion protection for structural steelwork | 10                                 | High mast lighting                       | 10                                 | High mast lighting<br>Overhead signs        | 10                                 |
| Deck surfacing                                | 10                                 |  |                                    | Traffic signal housing and mountings        | 10                                 |
| Deck joints                                   | 10                                 |  |                                    | Fences                                      | 10                                 |
| Bearings                                      | 30                                 |  |                                    | Manhole covers, gratings, frames, and boxes | 50                                 |
| Railing                                       | 50                                 | <b>Toll Collection and TM Facilities</b> | N/A                                | curbs and gutters                           | 10                                 |
| Sign/signal gantries                          | 30                                 |  |                                    | Lanterns<br>(lamps/luminaires)              | *                                  |
| Retaining walls                               | 25                                 | <b>Drainage</b>                          |                                    | Roadside traffic signs                      | *                                  |
| Noise Walls                                   | 25                                 | Underground storm sewer systems          | 50                                 | Pavement markings                           | *                                  |
| Traffic signal poles                          | 10                                 | Culverts                                 | 50                                 | Delineators                                 | *                                  |
|   |                                    | Ditches                                  | 10                                 |   |                                    |
|   |                                    | Inlets                                   | 50                                 |   |                                    |

\* See attached description of conditions at Handback

### **3. Description of Conditions at Handback**

The County agrees that it will perform, at its expense, all work necessary so that the Brazoria Project meets the requirements shown below on the Handback Date.

#### **3.1 Graffiti:**

Graffiti is removed in a manner and using materials that restore the surface to a like appearance similar to adjoining surfaces.

#### **3.2 Guardrails and Safety Barriers**

All guardrails, safety barriers, concrete barriers, etc. are free of defects. They are appropriately placed and correctly installed at the correct height and distance from roadway or obstacles. Installation and repairs shall be carried out in accordance with the requirements of NCHRP 350 standards.

#### **3.3 Impact attenuators**

All impact attenuators are appropriately placed and correctly installed, and functional, free from structured defects.

#### **3.4 Traffic, Toll, and Guide Signs**

- a. Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical defects.
- b. Identification markers are provided, correctly located, visible, clean and legible.
- c. Sign mounting posts are vertical and structurally sound.
- d. All break-away sign mounts are clear of silt or other debris that could impede break-away features and shall have correct stub heights.
- e. Obsolete and redundant signs are removed or replaced as appropriate.
- f. Visibility distances meet the stated requirements.
- g. Sign information is of the correct size, location, type and wording to meet its intended purpose and any statutory requirements.
- h. All structures and elements of the signing system are free from debris and have clear access provided.
- i. Dynamic message signs are in an operational condition.

##### **3.4.1 General – Safety critical signs**

Requirements as above, plus: “Stop,” “Yield,” “Do Not Enter,” “One Way” and “Wrong Way” signs are clean, legible and undamaged.

#### **3.5 Drainage**

Pipes and Channels:

- a. Each element of the drainage system is functioning by cleaning, clearing and/or emptying as appropriate from the point at which water drains from the travel way to the outfall or drainage way.
- b. Drainage treatment devices: drainage treatment and balancing systems, flow and spillage control devices function correctly and their location and means of operation is recorded adequately to permit their correct operation in emergency.
- c. Travel Way: The travel way is free from water to the extent that such water would represent a hazard by virtue of its position and depth.
- d. Discharge systems: surface water discharge systems perform their proper function and discharge to groundwater and waterways complies with the relevant legislation and permits.
- e. Drainage pathways through and around concrete traffic barriers that are located between the toll/managed lanes and general purpose lanes, are maintained in their proper function and clean to

avoid ponding that impacts the travel way for the toll/managed lanes and the general purpose lanes.

### **3.6 Roadway Lighting - General**

- a. All lighting is free from defects and provides acceptable uniform lighting quality.
- b. Lanterns are clean and correctly positioned.
- c. Lighting units are free from accidental damage or vandalism.
- d. Columns are upright, correctly founded, visually acceptable and structurally sound.
- e. All obstruction lights are present and working (if required).
- f. Compartment door is secure with all bolts in place.

### **3.7 Performance Requirements for Pavements**

#### **3.7.1 Pavement Condition Rating System**

Unless stated otherwise, measurements shall be conducted using procedures, techniques, and measuring equipment consistent with a TxDOT approved Pavement Management Rating System.

##### Measurement:

Pavement Condition Score for 80% of Auditable Sections exceeding:

- Mainlanes and ramps – CRS = 7.5 - 100%

#### **3.7.2 Pavement Ruts – Mainlanes, Shoulders & Ramps**

Depth as measured using an automated device in compliance with TxDOT Standards. 10ft straight edge used to measure rut depth for localized areas.

##### Measurement:

Percentage of wheel path length with ruts greater than ¼” in depth in each Auditable Section:

- Mainlanes, shoulders and ramps – 3% - Nil
- Frontage roads – 10% - Nil

Depth of rut at any location greater than 0.5” – Nil

#### **3.7.3 Pavement Ride Quality**

Measurement of International Roughness Index (“IRI”) according to TxDOT standard Tex-1001-S, Operating Inertial Profilers and Evaluating Pavement Profiles.

To allow for measurement bias, an adjustment of -10 (minus ten) is made to IRI measurements for concrete pavements before assessing threshold compliance.

Renewal work and new construction subject to construction quality standards.

##### Measurement:

For 80% of all Auditable Sections measured, IRI throughout 98% of each Auditable Section is less than or equal to:

- Mainlanes, ramps – 95\*\* inches per mile
- IRI measured throughout 98% of each lane containing a bridge deck in any Auditable Section, 0.1 mile average – 200\*\* inches per mile
- Individual discontinuities greater than 0.75” – Nil

\*\*To allow for measurement bias, an adjustment of -10 (minus 10) is made to IRI measurements for concrete pavements before assessing threshold compliance.

#### **3.7.4 Pavement Failures**

No instances of failures exceeding the failure criteria set forth in the TxDOT approved Pavement

Management Rating System, including potholes, base failures, punchouts and jointed concrete pavement failures.

### **3.7.5 Joints in Concrete**

Joints in concrete paving are sealed and watertight.

### **3.7.6 Curbs**

Curbs are free of defects.

### **3.7.7 Pavement Markings**

Pavement markings are:

- a. clean and visible during the day and at night
- b. whole and complete and of the correct color, type, width and length
- c. placed to meet the TMUTCD and TxDOT's Pavement Marking Standard Sheets

Markings – General Portable retroreflectometer, which uses 30 meter geometry meeting the requirements described in ASTM E 1710.

### **3.7.8 Raised reflective markers**

Raised reflective pavement markers, object markers and delineators are:

- a. clean and clearly visible
- b. of the correct color and type
- c. reflective or retroreflective as TxDOT standard
- d. correctly located, aligned and at the correct level firmly fixed in a condition that will ensure that they remain at the correct level.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.1.**

**5/27/2025**

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### Summer Season Beach Overtime

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Approve Sheriff's Office overtime to provide additional law enforcement on and near the County Beaches during the Summer season, beginning May 23, 2025 through September 28, 2025 and only for weekdays Friday, Saturday, and Sunday during that time period in the best interest of public safety.



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.2.**

**5/27/2025**

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Issuance of a Purchase Order After the Fact - Agriculture Extension

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Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by Brazoria County Agriculture Extension for which a requisition was not obtained prior to the purchase being made:

Homeland Preparedness Project invoice number 685 dated May 8, 2025 in the amount of \$750.00

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV, A, C. and I.

Homeland Preparedness Project  
2833 Cytherea Cir  
Alvin, TX 77511-9158 USA  
2818443653  
bill@homelandpreparedness.org  
www.homelandpreparedness.org

Invoice

| BILL TO   |
|---|
| Brazoria County Agriculture Extension Service<br>21010 CR 171<br>Angleton, TX 77515 |

| INVOICE # | DATE       | TOTAL DUE | DUE DATE   | TERMS  | ENCLOSED |
|-----------|------------|-----------|------------|--------|----------|
| 685       | 05/08/2025 | \$750.00  | 06/07/2025 | Net 30 |          |

| SERVICE                   | DESCRIPTION     | QTY | RATE  | AMOUNT |
|---------------------------|-----------------|-----|-------|--------|
| CPR Training - Non-member | CPR/FA training | 15  | 50.00 | 750.00 |

BALANCE DUE

\$750.00



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.3.**

**5/27/2025**

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Issuance of a Purchase Order After the Fact - Law Library

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Approve issuance of a purchase order after the fact for the following invoice related to a purchase made by the Law Library for which a requisition was not obtained prior to the purchase being made:

Brooks Duplicator Company invoice #103719 dated May 5, 2025 in the amount of \$1,477.50

This request is in accordance with Local Government Code Section 262.011 and Brazoria County Purchasing Policy Section IV, A, C. and I.







## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.4.**

**5/27/2025**

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Purchase of Paver Machine for Engineering Road and Bridge North Service Center

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Approval to use cooperative contract number 685-22 through BuyBoard Purchasing Cooperative to purchase a Voegel Super 1703-3i (4f)/Extending Screed VF 500-3 V Paver, per the attached contract and quote from Wirtgen Group.

Brazoria County uses cooperative contracts to improve efficiencies in purchasing and to take advantage of economies of scale for commodities and services.

Further, the funds for this expenditure are available in the fiscal year 2026 Road and Bridge North Service Center budget.

## Price list

# SUPER 1703-3i (4f) / Extending Screed VF 500-3 V

### Scope of supply – basic machine

#### Drive Unit

- Liquid-cooled Cummins 4-cylinder diesel engine, QSB4.5-C173, 173 hp (129 kW) at 2,000rpm
- Engine complies with the applicable exhaust emission standards of the European Union (COM) 4 and USA (EPA, CARB) Tier 4f
- Electronic engine management

#### Undercarriage

- Hydrostatic traction drive (separate drives for powered wheels) with electronic traction control
- 2 powered rear wheels with tubeless tyres 14.00 R 25
- 4 front wheels of solid elastic rubber, 540/300-390, mounted on bogies
- Second steering axle, powered (6x4)
- Extremely small turning radius (11 ft. 5 in. (3.5 m) outside) thanks to "Pivot Steer"
- Service brake (multiple-disk brake, hydraulically pressurized) and hydraulically actuated parking brake

#### Material Feed, Conveyors and Augers

- Wide push-rollers, can be displaced forwards by 6 in. (150mm)
- 14.3 tons (13 tonnes) material hopper
- Hopper apron hydraulically operated
- 4 separate hydraulic drives for conveyors and augers
- Mechanical sensors for controlling the conveyors, conveyors can briefly be reversed
- Sonic sensors for controlling the augers
- Augers hydraulically adjustable in height, complete with limiting plates for the auger tunnel and bracing
- Manual auger override
- Automatic filling function for the auger tunnel during breaks in paving
- 3 left hand and 3 right hand 1 ft. (30.5 cm) stackable augers for a total of 6 ft. of augers

#### Electrical System

- On-board voltage 24V

#### Screed Heating

- Three-phase AC generator, air-cooled with electronic generator management
- Screed is also heated when diesel engine is running at idle
- Screed heating with electronic temperature control

### Operator's Platform

- 2 Luxury operator's seats including seat heating, with side paneling and armrests, can be pivoted outwards
- Operator's seats and console can be easily and conveniently adjusted for ergonomic working
- Modular ErgoPlus 3 paver operator's console; large high-contrast colour display ensures easy operation and monitoring of paver functions
- 2 ErgoPlus 3 screed consoles for the right and left-hand screed sides, with colour display for setting up and monitoring paver and screed functions

### Miscellaneous

- Centralized lubrication system for tractor unit
- Machine documentation
- Crown is set hydraulically

### Total price of basic configuration

| Bolt-on extension                                       | Pave width | Generator                        | Price          |
|---|------------|----------------------------------|----------------|
| <b>SUPER 1703-3i (4f) / Extending Screed VF 500-3 V</b> |            |                                  |                |
| Without bolt-on extensions                              | 4.750      | Generator, standard power output | USD 613,829.00 |
| Bolt-on extensions, 2 x 1 ft.                           | 5.350      | Generator, standard power output | USD 624,686.00 |
| Bolt-on extensions, 2 x 2 ft.                           | 5.950      | Generator, standard power output | USD 633,400.00 |

**\* All options marked below with an X are included in the Wirtgen America standard specification. The pricing above includes the pricing of all options marked with X.**

Preset

### Operator's Stand

#### Operator's stand

|                                  |          |         |     |           |
|----------------------------------|----------|---------|-----|-----------|
| Operator's stand without hardtop | Standard | 2532546 | USD | 0.00      |
| Hardtop in VÖGELE design         |          | 2532550 | USD | 12,243.00 |

#### Rear-view mirrors

|  |  |         |     |          |
|--|--|---------|-----|----------|
| Rearview mirror, 2 pieces, paver without hardtop |  | 2280534 | USD | 1,214.00 |
|--|--|---------|-----|----------|

|   |  |   |           |     |          |
|---|--|---|-----------|-----|----------|
| <b>Electrical System</b>  |  |   |           |     |          |
| <b>Working lights</b>   |  |   |           |     |          |
| Working lights, halogen   | Standard                               |   | WX3214048 | USD | 0.00     |
| Working lights, LED   | Option incl. in standard specification | X | WX3214051 | USD | 3,971.00 |
| <b>Extra working light</b>  |  |   |           |     |          |
| Working light for auger tunnel, 2 pieces  | Standard                               |   | 2435467   | USD | 0.00     |
| <b>Light balloons</b>   |  |   |           |     |          |
| Light balloon, LED, 1 piece<br><br><i>For extensive and non-glare lighting of night-time job sites.</i><br><br><i>(Requires the Schuko Power Outlet option)</i> |  |   | 2663085   | USD | 6,486.00 |
| <b>Bracket for light balloon</b>  |  |   |           |     |          |
| Bracket for LED light balloon, 2 pieces   |  |   | 2663084   | USD | 557.00   |
| <b>Sockets</b>  |  |   |           |     |          |
| Socket outlet 12 V, 2 pieces  | Standard                               |   | 2479680   | USD | 0.00     |
| Socket outlet 24 V, 2 pieces  |  |   | 2479637   | USD | -371.00  |
| <b>Rotary beacons</b>   |  |   |           |     |          |
| All-round beacon, 1 piece, paver without hardtop  | Standard                               |   | 2430369   | USD | 0.00     |
| <b>Reverse beeper</b>   |  |   |           |     |          |
| Reverse beeper, acoustic  | Standard                               |   | 2322161   | USD | 0.00     |
| <b>Material Transport</b>   |  |   |           |     |          |
| <b>Limiting plates for auger tunnel</b>   |  |   |           |     |          |
| Power Tunnel  | Option incl. in standard specification | X | 2441002   | USD | 7,657.00 |
| Limiting Plate for Auger Tunnel, 3 ft. 3 in. (1 m)  |  |   | 2557928   | USD | 1,371.00 |

|  |  |   |           |     |           |
|--|--|---|-----------|-----|-----------|
| <b>Material transport</b>  |  |   |           |     |           |
| Material transport; standard   | Standard                               |   | 2430177   | USD | 0.00      |
| Heavy-duty kit   |  |   | 2476651   | USD | 6,371.00  |
| <b>Push-rollers</b>  |  |   |           |     |           |
| Push-rollers   | Standard                               |   | 2239987   | USD | 0.00      |
| Truck Hitch  |  |   | 2430121   | USD | 10,986.00 |
| <b>Grade And Slope Control</b>   |  |   |           |     |           |
| <b>Automatic grade and slope control</b>   |  |   |           |     |           |
| NIVELTRONIC Plus   | Option incl. in standard specification | X | WX3227646 | USD | 7,229.00  |
| Niveltronic Plus 3D  |  |   | WX3227647 | USD | 11,729.00 |
| <b>Interface for external grade and slope control</b>  |  |   |           |     |           |
| Interface for external grade and slope control   |  |   | WX3227082 | USD | 1,357.00  |
| <b>Slope Sensor</b>  |  |   |           |     |           |
| Slope Sensor   | Option incl. in standard specification | X | 2090106   | USD | 2,414.00  |
| <b>Bracket for grade sensor</b>  |  |   |           |     |           |
| Bracket for grade sensor at VF screed, 1 piece<br><br><i>For attachment of a mechanical or sonic grade sensor.</i> |  |   | 2577444   | USD | 714.00    |
| Bracket for grade sensor at VF screed, 2 pieces  | Option incl. in standard specification | X | 2577444   | USD | 1,429.00  |
| <b>Bracket, attachment of grade sensor to screed arm</b>   |  |   |           |     |           |
| Mounting kit to attach the bracket for the grade sensor for VF screed to the screed arm, 1 piece                   |  |   | 2577447   | USD | 86.00     |
| Mounting kits to attach the bracket for the grade sensor for VF screed to the screed arm, 2 pieces                 |  |   | 2577447   | USD | 157.00    |

|  |  |         |  |     |           |
|--|--|---------|--|-----|-----------|
| <b>Variable mechanical grade sensor</b>            |  |         |  |     |           |
| Variable mechanical grade sensor (Dash 3), 1 unit  |  | 2373945 |  | USD | 5,171.00  |
| Variable mechanical grade sensor (Dash 3), 2 units |  | 2373945 |  | USD | 10,343.00 |
| <b>Ski 6 ft. 7 in.</b>                             |  |         |  |     |           |
| Ski 2 m, 1 piece                                   |  | 2373947 |  | USD | 214.00    |
| Ski 2 m, 2 pieces                                  |  | 2373947 |  | USD | 414.00    |
| <b>Single-Cell Sonic Sensor</b>                    |  |         |  |     |           |
| Single-cell sonic sensor, 1 piece                  |  | 2537890 |  | USD | 5,400.00  |
| Single-cell sonic sensor, 2 pieces                 |  | 2537890 |  | USD | 10,814.00 |
| <b>Multi-Cell Sonic Sensor</b>                     |  |         |  |     |           |
| Multi-cell sonic sensor, 1 units                   |  | 2516875 |  | USD | 6,557.00  |
| Multi-cell sonic sensor (Dash 3), 2 units          | Option incl. in standard specification | 2516875 |  | USD | 13,100.00 |
| <b>Big MultiPlex Ski</b>                           |  |         |  |     |           |
| Big MultiPlex Ski, 1 piece                         |  | 2628381 |  | USD | 34,214.00 |
| Big MultiPlex Ski, 2 pieces                        |  | 2628381 |  | USD | 68,429.00 |
| <b>Big MultiPlex Ski, electronic</b>               |  |         |  |     |           |
| Big MultiPlex Ski, electronic                      |  | 2555067 |  | USD | 20,071.00 |
| <b>Tractor Unit / Screed Interface</b>             |  |         |  |     |           |
| <b>Screed lock</b>                                 |  |         |  |     |           |
| Screed lock, manual                                | Standard                               | 2284816 |  | USD | 0.00      |
| Screed lock, hydraulic                             | Option incl. in standard specification | 2526727 |  | USD | 1,486.00  |

|   |  |   |         |     |           |
|---|--|---|---------|-----|-----------|
| <b>Screed Arm Guidance</b>                |  |   |         |     |           |
| Standard Guide for Screed Arm             | Standard                               |   | 2353206 | USD | 0.00      |
| Guide rollers for screed arm              | Option incl. in standard specification | X | 2330994 | USD | 1,457.00  |
| <b>Screed Assist</b>                      |  |   |         |     |           |
| Screed Assist                             | Option incl. in standard specification | X | 2343903 | USD | 1,929.00  |
| <b>Machine ascent</b>                     |  |   |         |     |           |
| Ascent for tractor unit without screed    |  |   | 2879596 | USD | 843.00    |
| <b>Others</b>                             |  |   |         |     |           |
| <b>Low-emissions package</b>              |  |   |         |     |           |
| EcoPlus low-emissions package             | Standard                               |   | 2531632 | USD | 0.00      |
| <b>Traction drive</b>                     |  |   |         |     |           |
| Traction drive (6x4)                      | Standard                               |   | 2430220 | USD | 0.00      |
| Traction drive (6x6)                      |  |   | 2430222 | USD | 12,100.00 |
| <b>Washdown system</b>                    |  |   |         |     |           |
| Washdown system with tank and hose reel   | Standard                               |   | 2446840 | USD | 0.00      |
| <b>Tools</b>                              |  |   |         |     |           |
| Tools                                     |  |   | 2324048 | USD | 671.00    |
| <b>Packing</b>                            |  |   |         |     |           |
| Packing for transport by sea              | Standard                               |   | 2430137 | USD | 0.00      |
| <b>Paint finish</b>                       |  |   |         |     |           |
| Paint finish, standard VÖGELE Green       | Standard                               |   | 2430129 | USD | 0.00      |
| Paint finish, client's design             |  |   | 2430131 | USD | 2,957.00  |
| <b>Grease filling, lubrication system</b> |  |   |         |     |           |
| Adapter for connecting grease gun         |  |   | 2599927 | USD | 700.00    |



|   |          |         |  |     |          |
|---|----------|---------|--|-----|----------|
| <b>Ventilation system</b>   |          |         |  |     |          |
| Ventilation system, machine without hardtop   | Standard | 2419624 |  | USD | 0.00     |
| <b>Maintenance kit</b>  |          |         |  |     |          |
| Maintenance kit, 50 service hours   |          | 2318759 |  | USD | 343.00   |
| Maintenance kit, 500 service hours  |          | 2484564 |  | USD | 500.00   |
| Maintenance kit, 1,000 service hours  |          | 3110034 |  | USD | 843.00   |
| <b>WITOS FleetView Telematics System</b>  |          |         |  |     |          |
| WITOS FleetView – professional telematics solution to optimize machine use and servicing  | Standard | 2821744 |  | USD | 0.00     |
| <p><i>WITOS FleetView includes a control unit (TCU) with a GPS receiver and the usage rights for the web application WITOS FleetView. The web access function offers a compact overview of the machine status including consumption data, working times, position data, error messages and service intervals. (The actual amount of data available depends on the machine type). The availability of WITOS FleetView is guaranteed for 3 years from the date of delivery.</i></p> |          |         |  |     |          |
| <b>Screed Options</b>   |          |         |  |     |          |
| <b>Measuring sensors, screed</b>  |          |         |  |     |          |
| Display of vibration speed  |          | 2557665 |  | USD | 1,043.00 |
| <b>Extending unit, right side</b>   |          |         |  |     |          |
| Extending unit without berm, right  | Standard | 2680077 |  | USD | 0.00     |
| Berme 305 mm (12"), RH  |          | 3026068 |  | USD | 3,743.00 |
| Berme 457 mm (18"), RH  |          | 3026072 |  | USD | 4,557.00 |

|  |  |   |         |     |           |
|--|--|---|---------|-----|-----------|
| <b>Extending unit, left side</b>                                       |  |   |         |     |           |
| Extending unit without berm, left                                      | Standard                               |   | 2680072 | USD | 0.00      |
| Berme 305 mm (12"), LH   |  |   | 3026066 | USD | 3,743.00  |
| Berme 457 mm (18"), LH   |  |   | 3026069 | USD | 4,557.00  |
| <b>Heating rod for end gate ski, 2 pieces</b>                          |  |   |         |     |           |
| Heating rod for end gate ski, 2 pieces                                 | Option incl. in standard specification | X | 2153616 | USD | 1,157.00  |
| <b>System for Paving Width Reduction</b>                               |  |   |         |     |           |
| Cut-off shoes, 6 in., 2 pieces   |  |   | 2582912 | USD | 729.00    |
| Cut-off shoes, 6 in., 4 pieces   |  |   | 2582913 | USD | 1,257.00  |
| Cut-off shoes, 6 in., 6 pieces   |  |   | 2582913 | USD | 1,800.00  |
| Cut-off shoes, 6 in., 8 pieces   |  |   | 2582913 | USD | 2,329.00  |
| <b>Angle of attack adjustment</b>                                      |  |   |         |     |           |
| Angle of attack adjustment, counterclockwise to increase mat thickness | Standard                               |   | 2356943 | USD | 0.00      |
| Angle of attack adjustment, clockwise to increase mat thickness        |  |   | 2356945 | USD | 0.00      |
| <b>Height adjustment, end gate</b>                                     |  |   |         |     |           |
| Height adjustment of end gate, mechanical                              |  |   | 3112721 | USD | -5,829.00 |
| Height adjustment of end gate, hydraulic                               | Standard                               |   | 3112722 | USD | 0.00      |



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.5.**

**5/27/2025**

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### Advertise Request for Proposals for Stop Loss Insurance

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Approval to advertise Request for Proposal for "Stop Loss Insurance" which has been determined by the Purchasing Agent to be the procurement method to use that is in the best interest of the County.

In addition, the procurement will utilize funds from the department's approved fiscal year 2025 budget.

Further, appoint a committee to review the proposal submittals from the persons shown below, their designee, or other persons as determined by the Court.

Holly Fox, HR Director  
Melissa Henken, HR Assistant Director  
Angela Dees, County Treasurer  
Kaysie Stewart, County Auditor  
Purchasing Department designee (non-voting member)



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.6.**

**5/27/2025**

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Advertise RFSQ for Contractor Qualifications for Residential Reconstruction for Flood Mitigation

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Approval to advertise Request for Statement of Qualifications for "Contractor Qualifications- Residential Elevations for Flood Mitigation-FEMA Harvey Disaster Funding Recipients".

Further, that the Court appoint a committee to evaluate the responses from the persons shown below, their designee, or others persons as determined by the Court.

Joe Ripple, Floodplain Office  
Gerald Hendrick, Facilities Management  
Ashlee Ferguson, Auditing  
Natasha Stulberg, Purchasing Department (non-voting)



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.7.**

**5/27/2025**

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Advertise RFSQ for Structural Engineering and Inspection Services

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Approval to advertise Request for Statement of Qualifications for "Structural Engineering and Inspection Services for Flood Mitigation-FEMA Harvey Disaster Funding Recipients for Home Elevations and Reconstruction".

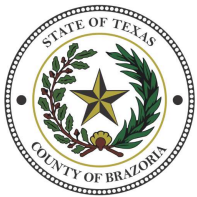
Further, that the Court appoint a committee to evaluate the responses from the persons shown below, their designee, or other persons as determined by the Court.

Joe Ripple, Floodplain Office

Engineering Designee

Ashlee Ferguson, Auditing

Natasha Stulberg, Purchasing Department (non-voting member)



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.8.**

**5/27/2025**

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**Award RFP #25-42 Integrated Library Software**

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Upon recommendation by the evaluation committee, award "RFP #25-42 Integrated Library Software" to the highest ranked vendor, Civica North America, Inc. dba Civica of Englewood, Ohio, who submitted the best evaluated offer meeting our specifications and scope of work, as per the attached.

In addition, the procurement will utilize funds from the Department's approved fiscal 2025 budget.

Further, that the County Judge is authorized to sign any documents or amendments related to this agreement upon final review by the District Attorney's Office; and that the final documents be authorized to be attached to the Minutes.

## RFP #25-42 Award Summary

A total of two thousand two hundred and forty (2,240) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were fifty-eight (58) document takers resulting in six (6) submissions but only five (5) were deemed responsive.

Per the recommendation of the evaluation committee, approval to award "RFP# 25-42 Integrated Library Software" to the highest ranked vendor, Civica North America, Inc. dba Civica of Englewood, Ohio who submitted the best evaluated offer meeting our specifications and scope of work as per the attached in the amount of \$122,400.00 for year one \$30,240.00 year two \$31,752.00 year three \$33,340.00 year four and \$35,007.00 for year five of the contract.

### Evaluation Committee

Lisa Loranc, Library Director  
Rachel Orozco, Library System  
Jennifer Hill, Library System  
Penny Ford, Library System  
Erin Schuelke, Library System



## 25-42 - Integrated Library Software Scoring Summary

### Active Submissions

|                                    | Total     | Price    | Functionality Checklist | Qualifications | Implementation Plan | Interview Only -<br>Response to<br>Questions &<br>Answers | Interview Only -<br>Interview<br>Preparedness &<br>Adherence to<br>Interview |
|------------------------------------|-----------|----------|-------------------------|----------------|---------------------|---|--|
| Supplier                           | / 115 pts | / 30 pts | / 30 pts                | / 20 pts       | / 20 pts            | / 10 pts  | / 5 pts  |
| Civica North America Inc.          | 106       | 29       | 25.6                    | 17.8           | 19                  | 10  | 4.6  |
| Insignia Software                  | 96.05     | 22.6     | 26                      | 18             | 18.2                | 7.25  | 4  |
| Innovative Interfaces Incorporated | 93.85     | 14.8     | 28.2                    | 19             | 19.6                | 8   | 4.25   |
| Auto-Graphics, Inc.                | 61.6      | 28.4     | 10.4                    | 11.2           | 11.6                | -   | -  |
| OCLC, Inc.                         | 54.2      | 13.8     | 13.6                    | 13.2           | 13.6                | -   | -  |

### Eliminated Submissions

|                             | Price    | Functionality Checklist | Qualifications | Implementation Plan | Interview Only -<br>Response to<br>Questions &<br>Answers | Interview Only -<br>Interview<br>Preparedness &<br>Adherence to<br>Interview |
|-----------------------------|----------|-------------------------|----------------|---------------------|---|--|
| Supplier                    | / 30 pts | / 30 pts                | / 20 pts       | / 20 pts            | / 10 pts  | / 5 pts  |
| Procyon Technostructure LLC | -        | -                       | -              | -                   | -   | -  |



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RFP #25-42 Revised Attachment A - Bid Table

| Description   | Initial Cost + Year 1 | Year 2             | Year 3             | Year 4             | Year 5             |
|---|-----------------------|--------------------|--------------------|--------------------|--------------------|
| <i>Infrastructure</i>   |                       |                    |                    |                    |                    |
| Hosting Fee/Server Cost   | Included              |                    |                    |                    |                    |
| Test Database   | Included              |                    |                    |                    |                    |
| <i>ILS Applications</i>   | \$28,800.00           | \$30,240.00        | \$31,752.00        | \$33,340.00        | \$35,007.00        |
| Staff licenses  | Included              |                    |                    |                    |                    |
| Acquisitions  | Included              |                    |                    |                    |                    |
| Cataloging  | Included              |                    |                    |                    |                    |
| Circulation   | Included              |                    |                    |                    |                    |
| Serials   | Included              |                    |                    |                    |                    |
| Online Public Access Catalog (OPAC)                             | Included              |                    |                    |                    |                    |
| Additional patron languages                                     | Included              |                    |                    |                    |                    |
| Discovery layer   | Included              |                    |                    |                    |                    |
| Self-Check stations   | Included              |                    |                    |                    |                    |
| Statistics module   | Included              |                    |                    |                    |                    |
| Collection management module                                    | Included              |                    |                    |                    |                    |
| Community engagement module                                     | Included              |                    |                    |                    |                    |
| <i>Professional Services</i>                                    | \$93,600.00           |                    |                    |                    |                    |
| Data extraction   | Included              |                    |                    |                    |                    |
| Migration services  | Included              |                    |                    |                    |                    |
| Installation, configuration, staging, and implementation of ILS | Included              |                    |                    |                    |                    |
| On-Site training  | Included              |                    |                    |                    |                    |
| Integration of third party products                             | Included              |                    |                    |                    |                    |
| Technical support   | Included              |                    |                    |                    |                    |
| <i>Other Charges (please describe)</i>                          |                       |                    |                    |                    |                    |
| <i>On Demand Services Post Go-live</i>                          | TBD                   |                    |                    |                    |                    |
|   |                       |                    |                    |                    |                    |
| <b>Total Cost</b>   | <b>\$122,400.00</b>   | <b>\$30,240.00</b> | <b>\$31,752.00</b> | <b>\$33,340.00</b> | <b>\$35,007.00</b> |

Civica also offers a 3, 5, and 7 year subscription payment plan with no up front cost for professional services.

| Annual Subscription | Year 1      | Year 2      | Year 3      | Year 4      | Year 5      | Year 6      | Year 7      |
|---------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 3 Year              | \$60,000.00 | \$63,000.00 | \$66,150.00 | N/A         | N/A         | N/A         | N/A         |
| 5 Year              | \$54,000.00 | \$56,700.00 | \$59,535.00 | \$62,512.00 | \$65,637.00 | N/A         | N/A         |
| 7 Year              | \$51,000.00 | \$53,550.00 | \$56,228.00 | \$59,039.00 | \$61,991.00 | \$65,090.00 | \$68,345.00 |



## COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. I.9.**

**5/27/2025**

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Award ITB #25-51 Wild Peach Drainage Improvements - GLO Contract No. 20-065-118-C388

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Approval to award "ITB #25-51 Wild Peach Drainage Improvements - GLO Contract No. 20-065-118-C388" to the lowest responsive bidder, Environmental Allies, LLC of Houston, Texas who submitted a bid meeting our specifications and scope of work in the amount of \$5,809,253.50.

In addition, the project will utilize General Land Office (GLO) funding.

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 be attached to the Minutes.

#### RFP #25-51 Award Summary

A total of eight hundred and eighteen (818) vendors were notified of the solicitation, which was posted in the Bonfire electronic procurement portal, as well as posted on the Electronic Business Daily (ESBD) website and advertised in the Facts. There were sixty-three (63) document takers resulting in three (3) submissions.

Per the recommendation of the Engineering Department, in conjunction with their contracted consultant, Halff Associates, Inc., request to award "ITB #25-51 Wild Peach Drainage Improvements-GLO Contract No.20-065-118-C388" to the lowest responsive bidder, Environmental Allies, LLC of Houston, Texas, who submitted a bid meeting our specifications and scope of work in the amount of \$5,809,253.50.



May 20, 2025

Karen McKinnon, PE  
Assistant County Engineer  
Brazoria County Engineering  
451 N. Velasco, Suite 230  
Angleton, TX 77515

RE: Evaluation of Bids and Letter of Recommendation to Award Contract for Wild Peach Drainage Improvements Project - Project No. 25-51

Mrs. McKinnon,

Halff Associates, Inc. (Halff) has reviewed and tabulated three (3) bid packages received by Brazoria County on May 9, 2025 for the above referenced project. The lowest bidder on the project is Environmental Allies, LLC based on a bid price of \$5,809,253.50.

A summary of the three bids is shown below and a detailed tabulation is attached to this letter:

| Order | Name                       | Bid Price by Bidder |
|-------|----------------------------|---------------------|
|       | Engineer's Estimate        | \$6,185,533.58      |
| 1     | Environmental Allies, LLC  | \$5,809,253.50      |
| 2     | DVL Enterprises, LLC       | \$6,553,489.00      |
| 3     | MB WESTERN CONSTRUCTION CO | \$6,693,666.00      |

The average of the three bids was \$6,688,077.50. The final Engineer's Estimate was \$6,185,533.58, which is 6.08% higher than the lowest bid and 8.12% lower than the average of the three bids. Due to market volatility, the primary differences between the Engineer's Estimate and the lowest bid were the WINGWALL (PW-1) (HW = 15 FT), EXCAVATION (ROADWAY), GRAVEL DRIVEWAYS, and SET (TY I)(S= 7 FT)(HW= 7 FT)(3:1) (C) items.

After consideration of each Bidder's bid form and supporting documents, it is our recommendation that the contract be awarded to the lowest qualified bidder, Environmental Allies, LLC, dependent on approval from Brazoria County.

Please feel free to contact me at 936-777-6381 if you have any further questions or require additional information.

Sincerely,

Derek Wedel, PE  
Halff Associates, Inc.

CC: Bid Tabulation

|          | Item Code |          |   | \$6,185,533.58     |       |              |              | \$6,688,077.50     |              | \$5,809,253.50            |              | \$6,553,489.00       |              | \$6,693,666.00             |              |
|----------|-----------|----------|---|--------------------|-------|--------------|--------------|--------------------|--------------|---------------------------|--------------|----------------------|--------------|----------------------------|--------------|
|          |           |          |   | Engineers Estimate |       |              |              | Average of Bidders |              | Environmental Allies, LLC |              | DVL Enterprises, LLC |              | MB WESTERN CONSTRUCTION CO |              |
| Item No. | Spec. No. | Pay Item | Description   | UNIT               | QTY   | Unit Price   | Total        | Unit Price         | Total        | Unit Price                | Total        | Unit Price           | Total        | Unit Price                 | Total        |
| 1        | 100       | 6002     | PREPARING RIGHT OF WAY                                    | STA                | 107.5 | \$500.00     | \$53,750.00  | \$1,316.67         | \$212,312.50 | \$ 1,200.0                | \$129,000.00 | \$ 1,000.0           | \$107,500.00 | \$ 1,750.0                 | \$188,125.00 |
| 2        | 104       | 7011     | REMOVING CONC (DRIVEWAYS)                                 | SY                 | 46    | \$35.00      | \$1,610.00   | \$54.50            | \$2,507.00   | \$ 20                     | \$4,600.00   | \$ 100               | \$4,600.00   | \$ 9                       | \$414.00     |
| 3        | 104       | 6009     | REMOVING CONC (ROCK RIPRAP)                               | SY                 | 113   | \$16.00      | \$1,808.00   | \$9.50             | \$1,073.50   | \$ 22                     | \$2,486.00   | \$ 10                | \$1,130.00   | \$ 9                       | \$1,017.00   |
| 4        | 105       | 6037     | REMOVING STAB BASE AND ASPH (0"-16"), INCLUDING DRIVEWAYS | SY                 | 1424  | \$12.50      | \$17,800.00  | \$9.00             | \$12,816.00  | \$ 13                     | \$18,512.00  | \$ 10                | \$14,240.00  | \$ 8                       | \$11,392.00  |
| 5        | 110       | 6001     | EXCAVATION (ROADWAY)                                      | CY                 | 19743 | \$17.00      | \$335,631.00 | \$15.00            | \$296,145.00 | \$ 22.5                   | \$444,217.50 | \$ 25                | \$493,575.00 | \$ 5                       | \$98,715.00  |
| 6        | 132       | 6001     | EMBANKMENT (FINAL)(ORD COMP)(TY A)                        | CY                 | 3339  | \$30.00      | \$100,170.00 | \$21.00            | \$70,119.00  | \$ 15                     | \$50,085.00  | \$ 15                | \$50,085.00  | \$ 27                      | \$90,153.00  |
| 7        | 162       | 6002     | BLOCK SODDING   | SY                 | 6434  | \$5.00       | \$32,170.00  | \$8.00             | \$51,472.00  | \$ 9                      | \$57,906.00  | \$ 7                 | \$45,038.00  | \$ 9                       | \$57,906.00  |
| 8        | 164       | 6004     | BROADCAST SEED (PERM) (RURAL) (CLAY)                      | AC                 | 14    | \$1,650.00   | \$23,100.00  | \$1,112.50         | \$15,575.00  | \$ 1,400.0                | \$19,600.00  | \$ 1,000.0           | \$14,000.00  | \$ 1,225.0                 | \$17,150.00  |
| 9        | 166       | 6001     | FERTILIZER  | AC                 | 14    | \$750.00     | \$10,500.00  | \$469.00           | \$6,566.00   | \$ 750                    | \$10,500.00  | \$ 500               | \$7,000.00   | \$ 438                     | \$6,132.00   |
| 10       | 168       | 6001     | VEGETATIVE WATERING                                       | MG                 | 1680  | \$30.00      | \$50,400.00  | \$44.50            | \$74,760.00  | \$ 25                     | \$42,000.00  | \$ 10                | \$16,800.00  | \$ 79                      | \$132,720.00 |
| 11       | 247       | 6053     | FL BS (CMP IN PLACE)(TY D GR 2)(FNAL POS)(8")             | CY                 | 170   | \$95.00      | \$16,150.00  | \$76.50            | \$13,005.00  | \$ 275                    | \$46,750.00  | \$ 100               | \$17,000.00  | \$ 53                      | \$9,010.00   |
| 12       | 275       | 6001     | CEMENT  | TON                | 19    | \$140.00     | \$2,660.00   | \$365.00           | \$6,935.00   | \$ 500                    | \$9,500.00   | \$ 300               | \$5,700.00   | \$ 430                     | \$8,170.00   |
| 13       | 310       | 6009     | PRIME COAT (MC-30)  | GAL                | 268   | \$9.00       | \$2,412.00   | \$10.50            | \$2,814.00   | \$ 12                     | \$3,216.00   | \$ 5                 | \$1,340.00   | \$ 16                      | \$4,288.00   |
| 14       | 341       | 6119     | D-GR HMA(SQ) TY-D SAC-A PG70-22                           | TON                | 84    | \$165.00     | \$13,860.00  | \$397.50           | \$33,390.00  | \$ 300                    | \$25,200.00  | \$ 300               | \$25,200.00  | \$ 495                     | \$41,580.00  |
| 15       | 341       | 6272     | TACK COAT   | GAL                | 77    | \$10.00      | \$770.00     | \$11.00            | \$847.00     | \$ 12                     | \$924.00     | \$ 10                | \$770.00     | \$ 12                      | \$924.00     |
| 16       | 402       | 6001     | TRENCH EXCAVATION PROTECTION                              | LF                 | 1100  | \$15.00      | \$16,500.00  | \$4.50             | \$4,950.00   | \$ 1                      | \$1,100.00   | \$ 5                 | \$5,500.00   | \$ 4                       | \$4,400.00   |
| 17       | 432       | 6033     | RIPRAP (STONE PROTECTION) (18 IN)                         | CY                 | 3122  | \$200.00     | \$624,400.00 | \$190.00           | \$593,180.00 | \$ 200                    | \$624,400.00 | \$ 130               | \$405,860.00 | \$ 250                     | \$780,500.00 |
| 18       | 432       | 6045     | RIPRAP (MOW STRIP) (4 IN)                                 | CY                 | 199   | \$845.00     | \$168,155.00 | \$737.50           | \$146,762.50 | \$ 700                    | \$139,300.00 | \$ 600               | \$119,400.00 | \$ 875                     | \$174,125.00 |
| 19       | 460       | 6007     | CMP (GAL STL 48 IN)                                       | LF                 | 193   | \$385.00     | \$74,305.00  | \$324.50           | \$62,628.50  | \$ 275                    | \$53,075.00  | \$ 300               | \$57,900.00  | \$ 349                     | \$67,357.00  |
| 20       | 462       | 6003     | CONC BOX CULV (4 FT X 2 FT)                               | LF                 | 160   | \$440.00     | \$70,400.00  | \$584.50           | \$93,520.00  | \$ 550                    | \$88,000.00  | \$ 460               | \$73,600.00  | \$ 709                     | \$113,440.00 |
| 21       | 462       | 6004     | CONC BOX CULV (4 FT X 3 FT)                               | LF                 | 64    | \$495.00     | \$31,680.00  | \$667.00           | \$42,688.00  | \$ 490                    | \$31,360.00  | \$ 600               | \$38,400.00  | \$ 734                     | \$46,976.00  |
| 22       | 462       | 6007     | CONC BOX CULV (5 FT X 3 FT)                               | LF                 | 224   | \$605.00     | \$135,520.00 | \$683.50           | \$153,104.00 | \$ 650                    | \$145,600.00 | \$ 570               | \$127,680.00 | \$ 797                     | \$178,528.00 |
| 23       | 462       | 6012     | CONC BOX CULV (6 FT X 5 FT)                               | LF                 | 96    | \$880.00     | \$84,480.00  | \$1,049.50         | \$100,752.00 | \$ 800                    | \$76,800.00  | \$ 900               | \$86,400.00  | \$ 1,199.0                 | \$115,104.00 |
| 24       | 462       | 6013     | CONC BOX CULV (6 FT X 6 FT)                               | LF                 | 65    | \$1,210.00   | \$78,650.00  | \$1,208.50         | \$78,552.50  | \$ 900                    | \$58,500.00  | \$ 1,130.0           | \$73,450.00  | \$ 1,287.0                 | \$83,655.00  |
| 25       | 462       | 6016     | CONC BOX CULV (7 FT X 5 FT)                               | LF                 | 72    | \$880.00     | \$63,360.00  | \$1,304.50         | \$93,924.00  | \$ 925                    | \$66,600.00  | \$ 1,200.0           | \$86,400.00  | \$ 1,409.0                 | \$101,448.00 |
| 26       | 462       | 6016     | CONC BOX CULV (7 FT X 6 FT)                               | LF                 | 63    | \$1,100.00   | \$69,300.00  | \$1,384.50         | \$87,223.50  | \$ 1,100.0                | \$69,300.00  | \$ 1,300.0           | \$81,900.00  | \$ 1,469.0                 | \$92,547.00  |
| 27       | 462       | 6029     | CONC BOX CULV (10 FT X 5 FT)                              | LF                 | 34    | \$1,683.00   | \$57,222.00  | \$2,201.00         | \$74,834.00  | \$ 1,500.0                | \$51,000.00  | \$ 2,100.0           | \$71,400.00  | \$ 2,302.0                 | \$78,268.00  |
| 28       | 462       | 6030     | CONC BOX CULV (10 FT X 6 FT)                              | LF                 | 19    | \$1,870.00   | \$35,530.00  | \$2,694.50         | \$51,195.50  | \$ 1,750.0                | \$33,250.00  | \$ 3,000.0           | \$57,000.00  | \$ 2,389.0                 | \$45,391.00  |
| 29       | 462       | 6034     | CONC BOX CULV (10 FT X 10 FT)                             | LF                 | 199   | \$2,090.00   | \$415,910.00 | \$2,537.00         | \$504,863.00 | \$ 2,000.0                | \$398,000.00 | \$ 2,100.0           | \$417,900.00 | \$ 2,974.0                 | \$591,826.00 |
| 30       | 464       | 6005     | RC PIPE (CL III)(24 IN)                                   | LF                 | 819   | \$203.50     | \$166,666.50 | \$193.50           | \$158,476.50 | \$ 150                    | \$122,850.00 | \$ 220               | \$180,180.00 | \$ 167                     | \$136,773.00 |
| 31       | 464       | 6007     | RC PIPE (CL III)(30 IN)                                   | LF                 | 60    | \$247.50     | \$14,850.00  | \$283.00           | \$16,980.00  | \$ 190                    | \$11,400.00  | \$ 350               | \$21,000.00  | \$ 216                     | \$12,960.00  |
| 32       | 464       | 6008     | RC PIPE (CL III)(36 IN)                                   | LF                 | 165   | \$341.00     | \$56,265.00  | \$289.50           | \$47,767.50  | \$ 250                    | \$41,250.00  | \$ 300               | \$49,500.00  | \$ 279                     | \$46,035.00  |
| 33       | 464       | 6010     | RC PIPE (CL III)(48 IN)                                   | LF                 | 161   | \$440.00     | \$70,840.00  | \$423.50           | \$68,183.50  | \$ 375                    | \$60,375.00  | \$ 400               | \$64,400.00  | \$ 447                     | \$71,967.00  |
| 34       | 464       | 6017     | RC PIPE (CL IV)(18 IN)                                    | LF                 | 181   | \$159.50     | \$28,869.50  | \$170.00           | \$30,770.00  | \$ 155                    | \$28,055.00  | \$ 200               | \$36,200.00  | \$ 140                     | \$25,340.00  |
| 35       | 465       | 6157     | INLET (COMPL)(PAZD)(5FTX5FT)(RG)                          | EA                 | 1     | \$16,500.00  | \$16,500.00  | \$8,500.00         | \$8,500.00   | \$ 10,000.0               | \$10,000.00  | \$ 7,000.0           | \$7,000.00   | \$ 10,000.0                | \$10,000.00  |
| 36       | 466       | 6103     | HEADWALL (CH-PW-0) (DIA = 48 IN)                          | EA                 | 2     | \$24,000.00  | \$48,000.00  | \$18,312.50        | \$36,625.00  | \$ 16,000.0               | \$32,000.00  | \$ 20,000.0          | \$40,000.00  | \$ 16,625.0                | \$33,250.00  |
| 37       | 466       | 6172     | WINGWALL (PW-1) (HW = 11 FT)                              | EA                 | 2     | \$95,000.00  | \$190,000.00 | \$50,000.00        | \$100,000.00 | \$ 53,000.0               | \$106,000.00 | \$ 25,000.0          | \$50,000.00  | \$ 75,000.0                | \$150,000.00 |
| 38       | 466       | 6175     | WINGWALL (PW-1) (HW = 14 FT)                              | EA                 | 2     | \$115,000.00 | \$230,000.00 | \$57,500.00        | \$115,000.00 | \$ 85,000.0               | \$170,000.00 | \$ 30,000.0          | \$60,000.00  | \$ 85,000.0                | \$170,000.00 |
| 39       | 466       | 6176     | WINGWALL (PW-1) (HW = 15 FT)                              | EA                 | 2     | \$125,000.00 | \$250,000.00 | \$62,500.00        | \$125,000.00 | \$ 255,000.0              | \$510,000.00 | \$ 35,000.0          | \$70,000.00  | \$ 90,000.0                | \$180,000.00 |



|                |           |          | \$6,185,533.58                             |      |      |             |                | \$6,688,077.50     |              | \$5,809,253.50            |              | \$6,553,489.00       |              | \$6,693,666.00             |              |
|----------------|-----------|----------|--|------|------|-------------|----------------|--------------------|--------------|---------------------------|--------------|----------------------|--------------|----------------------------|--------------|
| Item Code      |           |          | Engineers Estimate                         |      |      |             |                | Average of Bidders |              | Environmental Allies, LLC |              | DVL Enterprises, LLC |              | MB WESTERN CONSTRUCTION CO |              |
| Item No.       | Spec. No. | Pay Item | Description                                | UNIT | QTY  | Unit Price  | Total          | Unit Price         | Total        | Unit Price                | Total        | Unit Price           | Total        | Unit Price                 | Total        |
| 65             | 540       | 6014     | SHORT RADIUS                               | LF   | 88   | \$225.00    | \$19,800.00    | \$147.00           | \$12,936.00  | \$ 57                     | \$5,016.00   | \$ 200               | \$17,600.00  | \$ 94                      | \$8,272.00   |
| 66             | 540       | 6015     | DRIVEWAY TERMINAL ANCHOR SECTION           | EA   | 5    | \$650.00    | \$3,250.00     | \$3,275.00         | \$16,375.00  | \$ 1,250.0                | \$6,250.00   | \$ 5,000.0           | \$25,000.00  | \$ 1,550.0                 | \$7,750.00   |
| 67             | 540       | 6020     | MTL W - BEAM GD FEN (LOW FILL CULVERT)     | LF   | 250  | \$150.00    | \$37,500.00    | \$95.00            | \$23,750.00  | \$ 105                    | \$26,250.00  | \$ 80                | \$20,000.00  | \$ 110                     | \$27,500.00  |
| 68             | 540       | 6033     | MTL BM GD FEN (LONG SPAN SYSTEM)           | EA   | 4    | \$1,315.00  | \$5,260.00     | \$3,375.00         | \$13,500.00  | \$ 1,525.0                | \$6,100.00   | \$ 5,000.0           | \$20,000.00  | \$ 1,750.0                 | \$7,000.00   |
| 69             | 542       | 6001     | REMOVE METAL BEAM GUARD FENCE              | LF   | 355  | \$3.00      | \$1,065.00     | \$9.00             | \$3,195.00   | \$ 5.5                    | \$1,952.50   | \$ 10                | \$3,550.00   | \$ 8                       | \$2,840.00   |
| 70             | 544       | 6001     | GUARD RAIL END TREATMENT (INSTALL)         | EA   | 31   | \$3,400.00  | \$105,400.00   | \$4,450.00         | \$137,950.00 | \$ 4,000.0                | \$124,000.00 | \$ 4,000.0           | \$124,000.00 | \$ 4,900.0                 | \$151,900.00 |
| 71             | 550       | 6001     | CHAIN LINK FENCE (INSTALL) 6'              | LF   | 335  | \$35.00     | \$11,725.00    | \$29.00            | \$9,715.00   | \$ 35                     | \$11,725.00  | \$ 40                | \$13,400.00  | \$ 18                      | \$6,030.00   |
| 72             | 550       | 6003     | CHAIN LINK FENCE (REMOVE) 6'               | LF   | 335  | \$9.00      | \$3,015.00     | \$10.00            | \$3,350.00   | \$ 15.5                   | \$5,192.50   | \$ 10                | \$3,350.00   | \$ 10                      | \$3,350.00   |
| 73             | 552       | 6001     | WIRE FENCE (TY A) (INSTALL)                | LF   | 2880 | \$32.00     | \$92,160.00    | \$14.00            | \$40,320.00  | \$ 30                     | \$86,400.00  | \$ 10                | \$28,800.00  | \$ 18                      | \$51,840.00  |
| 74             | 552       | 7011     | WIRE FENCE (TY A) (REMOVE)                 | LF   | 2880 | \$5.00      | \$14,400.00    | \$5.50             | \$15,840.00  | \$ 15                     | \$43,200.00  | \$ 1                 | \$2,880.00   | \$ 10                      | \$28,800.00  |
| 75             | 560       | 6025     | RELOCATE EXISTING MAILBOX                  | EA   | 30   | \$300.00    | \$9,000.00     | \$250.00           | \$7,500.00   | \$ 500                    | \$15,000.00  | \$ 100               | \$3,000.00   | \$ 400                     | \$12,000.00  |
| 76             | 644       | 6001     | INSTALL SM RD SN SUP&AM TY10BWG(1)SA(P)    | EA   | 8    | \$700.00    | \$5,600.00     | \$775.00           | \$6,200.00   | \$ 800                    | \$6,400.00   | \$ 500               | \$4,000.00   | \$ 1,050.0                 | \$8,400.00   |
| 77             | 644       | 6076     | REMOVE SM RD SN SUP&AM                     | EA   | 8    | \$140.00    | \$1,120.00     | \$99.50            | \$796.00     | \$ 140                    | \$1,120.00   | \$ 50                | \$400.00     | \$ 149                     | \$1,192.00   |
| 78             | 658       | 6053     | INSTALL OM ASSM (OM-3L)(TWT)GND            | EA   | 1    | \$275.00    | \$275.00       | \$486.50           | \$486.50     | \$ 300                    | \$300.00     | \$ 500               | \$500.00     | \$ 473                     | \$473.00     |
| 79             | 658       | 6057     | INSTALL OM ASSM (OM-3R)(TWT)GND            | EA   | 1    | \$275.00    | \$275.00       | \$289.50           | \$289.50     | \$ 300                    | \$300.00     | \$ 500               | \$500.00     | \$ 79                      | \$79.00      |
| 80             | 658       | 6060     | REMOV DELIN & OBJECT MARKER ASSMS          | EA   | 16   | \$50.00     | \$800.00       | \$325.00           | \$5,200.00   | \$ 100                    | \$1,600.00   | \$ 500               | \$8,000.00   | \$ 150                     | \$2,400.00   |
| 81             | 658       | 6093     | INSTL DEL ASSM (D-D)(SZ 1 (WFLX)GND (B1)   | EA   | 16   | \$150.00    | \$2,400.00     | \$253.00           | \$4,048.00   | \$ 155                    | \$2,480.00   | \$ 500               | \$8,000.00   | \$ 6                       | \$96.00      |
| 82             | 666       | 6309     | RE PM W/RET REQ TY I (W)6"(SLD)(100MIL)    | LF   | 686  | \$0.75      | \$514.50       | \$4.50             | \$3,087.00   | \$ 5                      | \$3,430.00   | \$ 3                 | \$2,058.00   | \$ 6                       | \$4,116.00   |
| 83             | 666       | 6318     | RE PM W/RET REQ TY I (Y)6"(BRK)(100MIL)    | LF   | 175  | \$1.00      | \$175.00       | \$6.00             | \$1,050.00   | \$ 5                      | \$875.00     | \$ 3                 | \$525.00     | \$ 9                       | \$1,575.00   |
| 84             | 752       | 6008     | TREE REMOVAL (24" - 30" DIA)               | EA   | 5    | \$1,500.00  | \$7,500.00     | \$1,550.00         | \$7,750.00   | \$ 3,500.0                | \$17,500.00  | \$ 1,800.0           | \$9,000.00   | \$ 1,300.0                 | \$6,500.00   |
| 85             | 752       | 6009     | TREE REMOVAL (30" - 36" DIA)               | EA   | 5    | \$2,000.00  | \$10,000.00    | \$2,250.00         | \$11,250.00  | \$ 4,000.0                | \$20,000.00  | \$ 2,500.0           | \$12,500.00  | \$ 2,000.0                 | \$10,000.00  |
| 86             | 752       | 6015     | TREE AND BRUSH REMOVAL                     | AC   | 1    | \$15,000.00 | \$15,000.00    | \$3,575.00         | \$3,575.00   | \$ 11,000.0               | \$11,000.00  | \$ 5,000.0           | \$5,000.00   | \$ 2,150.0                 | \$2,150.00   |
| 87             | 752       | 6005     | TREE REMOVAL (4" - 12" DIA)                | EA   | 15   | \$775.00    | \$11,625.00    | \$725.00           | \$10,875.00  | \$ 750                    | \$11,250.00  | \$ 1,000.0           | \$15,000.00  | \$ 450                     | \$6,750.00   |
| 88             | 752       | 6006     | TREE REMOVAL (12" - 18" DIA)               | EA   | 9    | \$850.00    | \$7,650.00     | \$1,125.00         | \$10,125.00  | \$ 1,250.0                | \$11,250.00  | \$ 1,500.0           | \$13,500.00  | \$ 750                     | \$6,750.00   |
| 89             | 752       | 6007     | TREE REMOVAL (18" - 24" DIA)               | EA   | 1    | \$1,200.00  | \$1,200.00     | \$1,500.00         | \$1,500.00   | \$ 2,000.0                | \$2,000.00   | \$ 2,000.0           | \$2,000.00   | \$ 1,000.0                 | \$1,000.00   |
| 90             | 1004      | 6001     | TREE PROTECTION                            | EA   | 15   | \$400.00    | \$6,000.00     | \$450.00           | \$6,750.00   | \$ 500                    | \$7,500.00   | \$ 500               | \$7,500.00   | \$ 400                     | \$6,000.00   |
| 91             | 104       | N/A      | REMOVE AND DISPOSE DIRT/GRAVEL (DRIVEWAY)  | SY   | 3215 | \$10.00     | \$32,150.00    | \$14.00            | \$45,010.00  | \$ 10                     | \$32,150.00  | \$ 10                | \$32,150.00  | \$ 18                      | \$57,870.00  |
| 92             | 433       | N/A      | CEMENT STABILIZED SAND SUBGRADE (8" DEPTH) | SY   | 764  | \$25.00     | \$19,100.00    | \$24.00            | \$18,336.00  | \$ 25                     | \$19,100.00  | \$ 30                | \$22,920.00  | \$ 18                      | \$13,752.00  |
| 93             | 2241      | 1        | CARE AND CONTROL OF WATER                  | LS   | 1    | \$20,000.00 | \$20,000.00    | \$85,000.00        | \$85,000.00  | \$ 25,000.0               | \$25,000.00  | \$ 50,000.0          | \$50,000.00  | \$ 120,000.0               | \$120,000.00 |
| 94             | 2811      | 200      | 6" PVC PIPE (SCHEDULE 40)                  | LF   | 20   | \$25.00     | \$500.00       | \$150.00           | \$3,000.00   | \$ 100                    | \$2,000.00   | \$ 100               | \$2,000.00   | \$ 200                     | \$4,000.00   |
| Base Bid Total |           |          |  |      |      |             | \$6,185,533.58 | \$6,688,077.50     |              | \$5,809,253.50            |              | \$6,553,489.00       |              | \$6,693,666.00             |              |

|   |                                 |                                      |
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# COMMISSIONERS COURT OF BRAZORIA COUNTY

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**ORDER NO. J.1.**

**5/27/2025**

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Discuss Potential Litigation