

MINUTES

MARCH 12, 2024

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, March 12, 2024 with the following members of the Court present:

Duane Peters, County Judge, Presiding; Steve Aldrich, Commissioner of Precinct 1; Chuck Konderla, Commissioner of Precinct 2; Nancy Berry, Commissioner of Precinct 3; Present via Video Conference; Wanda J. Watson, Commissioner of Precinct 4; Karen McQueen, County Clerk, Absent.

The attached sheets contain the names of the citizens and officials that were in attendance.

- 1. Invocation and Pledge of Allegiance
 - U.S. and Texas Flag Commissioner Aldrich
- 2. Call for Citizen input and/or concerns

Cathie Viens requested that the Commissioner's email addresses be added to the Brazos County website. Additionally, Ms. Viens asked that the weekly Sheriff's Office Jail Population Report include the number of illegal immigrants in the facility.

- 3. Presentations and/or Discussions
 - Presentation on the results of the partial manual count by Trudy Hancock, Brazos County Elections Administrator.

Elections Administrator Trudy Hancock presented the results of the partial manual count that took place on Friday, March 8th after the Primary Election. Ms. Hancock stated that in addition to the partial manual count required by the Secretary of State's Office, each Party Chair randomly selected three more precincts to hand-count.

The partial manual count showed no discrepancies. However, there were two issues noted during the count. Ballots from two separate locations were mixed by one of the sorting tables. In meeting with the two Party Chairs and General Counsel, a solution was determined to verify the totals and ensure accuracy of the count. Ms. Hancock stated that due to this error, these ballots will be stored in one location's ballot bag for the remainder of the retention period.

Additionally, several ballots did not have the precinct number on them due to the ballots being jammed and improperly pulled out of the machine before printing was completed. Ms. Hancock reported that each of the ballot precincts were able to be verified by a report tied to the ballot numbers.

Judge Peters reiterated that the results of the partial manual count and expanded partial manual count showed zero discrepancies.

Consider and take action on agenda items: 4 - 14

4. Acceptance of donated or unclaimed property left by inmates leaving the Brazos County Detention Center for the month of January 2024.

A copy of the donation forms is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

5. Approval of Guidelines and Criteria for Granting Tax Abatements in Brazos County, Texas.

A copy of the approved Tax Abatement Guidelines and Criteria is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

 Approval of Order exempting the sole source contract with Southern Cementitious Slurry from competitive bidding pursuant to Texas Local Government Code 262.024(a) (7)(A).

A copy of the Order is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

7. Approval of Renewal for RFQ #24-100R Appraisal Services for Brazos County with S.T. Lovett & Associates.

A copy of the renewal of contract is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

8. Approval of Renewal to #24-105R Extradition Services of Prisoners for Brazos County with US Corrections LLC.

A copy of the renewal of contract is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

9. Approval of Change Order #1 to CIP #24-609 Replacement of Various Roofs-Phase XII Expo Center for additional labor and materials in the amount of \$1,795, increasing the total contract amount to \$32,415.00.

A copy of the change order is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

10. Approval of Expenditure Journal Entry for Brazos County FY23-24 December 2023 -February 2024 cash contribution of \$48,581.36 to CSCD Specialty Court program.

A copy is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

11. Tax Refund Applications for the following:

Overpayments

- a. Piri Investments, LLC \$40.00
- b. Henry & Eddie C Adreon \$104.49
- c. Teresa Posada \$210.61
- d. Mary Ann Nutall-Salter \$78.55
- e. Karen M and Jesus G Ocana \$237.85
- f. Justin Chatham \$1,000.00
- g. Tap Lard Development, LLC \$217.30
- h. Tracy Davis \$49.33
- i. Bicalho Rodrigo Carvalho & Marcel Luccas De Souza \$1,030.22
- j. Ray & Jana Sprayberry \$36.05

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

- 12. Budget Amendments.
 - FY 23/24 Budget Amendments 22.01 22.03

Judge Peters stated that a correction to Budget Amendment 22.01 is needed. Budget Officer Nina Payne explained that the Budget Amendment should reflect an increase to the Law Enforcement Education Fund instead of a decrease. A copy of the corrected Budget Amendment is attached.

22.01 To recognize revenue to the Law Enforcement Officers Standards and Education (LEOSE) Fund.

22.02 Transfer funds from Contingency to 472nd District Court, Health Department, Sheriff's Office and the Road and Bridge Department.

22.03 Transfer funds from Information Technology to Juvenile Services.

Motion: Approve w/ Conditions, Moved by Commissioner Steve Aldrich, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

- 13. Personnel Change of Status.
 - a. Employment & Separations
 - b. Personnel Action Forms

Judge Peters stated that Stacey Armantrout needed to be removed from the list of Personnel Changes of Status. The Court unanimously voted to approve the item with the aforementioned amendment. A copy of the Personnel Changes of Status requests is attached.

Motion: Approve w/ Conditions, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

14. Payment of Claims.

Claims

8201332 - 8201477 9200537 - 9200600

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

15. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of March 6, 2024. Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of March 6, 2024.

The Court acknowledged receipt of the 2023-2024 Budget to Actuals by Fund and

Contingency Fund Budget to Actuals as of March 6, 2024.

16. Acknowledgement of the Investment Report for Quarter Ending December 31, 2023.

The Court acknowledged receipt of the Investment Report for Quarter Ending December 31, 2023. A copy is attached and made a part of these minutes.

17. Acknowledgement of the FY 2023 Racial Profiling Report for Brazos County Constable Precinct 1.

The Court acknowledged receipt of the FY 2023 Racial Profiling Report for Brazos County Constable, Precinct 1.

18. Juvenile director's report on detention population.

Judge Peters reported on behalf of Juvenile Director Linda Ricketson there are 29 juveniles in the detention center, 25 are male, 4 are female, and 41 have electronic monitors.

19. Sheriff's report on inmate population.

Chief Deputy Kevin Stuart stated there are 776 inmates in the jail, 651 are male, 125 are female, and 48 have electronic monitors.

20. Announcement of interest items and possible future agenda topics.

Commissioner Aldrich requested an update on the status of several projects including, potentially establishing a Veterans Treatment Court, American Rescue Plan Act Fund Projects, and Road Bond Projects. Judge Peters stated that consultant John Polster would not be available to update the Court on the Road Bond Projects until May 2024.

21. Adjourn.



The foregoing minutes of the Commissioners Court Meeting held <u>March 12, 2024</u>, have been examined and are approved in open Court this <u>9th</u> day of <u>April 2024</u>, in Bryan, Brazos County,

Texas.

Duane Peters County Judge

Steve Aldrich Commissioner, Precinct 1

Chuck Konderla Commissioner, Precinct 2

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Wanda J. Watson O Commissioner, Precinct 4

Attest:

McLucer alla

Karen McQueen County Clerk

Nancy Berry **0** Commissioner, Precinct 3



FILED FOR RECORD	
AT 3.14 O'CLOCK	
KAREN MCQUEEN	
BRAZOSCOUNTY CLERK	
By faler Michulen	ł

BRAZOS COUNTY BRYAN, TEXAS

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET IN REGULAR SESSION ON MARCH 12, 2024 AT 10:00 AM IN THE COMMISSIONERS COURTROOM OF THE BRAZOS COUNTY ADMINISTRATION BUILDING, 200 S. TEXAS AVENUE, SUITE 106, BRYAN, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT FACEBOOK.COM/BRAZOSCOUNTYTX THIS MEETING WILL BE CONDUCTED BY VIDEO CONFERENCE WITH AT LEAST A QUORUM OF COMMISSIONERS COURT MEMBERS PARTICIPATING IN PERSON AT THE COUNTY ADMINISTRATION BUILDING IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTION 551.127 OF THE TEXAS GOVERNMENT CODE.

- 1. Invocation and Pledge of Allegiance
 - U.S. and Texas Flag Commissioner Aldrich
- 2. Call for Citizen input and/or concerns
- 3. Presentations and/or Discussions
 - Presentation on the results of the partial manual count by Trudy Hancock, Brazos County Elections Administrator.

Consider and take action on agenda items: 4 - 14

- 4. Acceptance of donated or unclaimed property left by inmates leaving the Brazos County Detention Center for the month of January 2024.
- 5. Approval of Guidelines and Criteria for Granting Tax Abatements in Brazos County, Texas.
- 6. Approval of Order exempting the sole source contract with Southern Cementitious

Slurry from competitive bidding pursuant to Texas Local Government Code 262.024(a) (7)(A).

- 7. Approval of Renewal for RFQ #24-100R Appraisal Services for Brazos County with S.T. Lovett & Associates.
- 8. Approval of Renewal to #24-105R Extradition Services of Prisoners for Brazos County with US Corrections LLC.
- 9. Approval of Change Order #1 to CIP #24-609 Replacement of Various Roofs-Phase XII Expo Center for additional labor and materials in the amount of \$1,795, increasing the total contract amount to \$32,415.00.
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 - FY 23/24 Budget Amendments 22.01 22.03
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 - a. Employment & Separations
 - b. Personnel Action Forms
- 14. Payment of Claims.
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- 16. Acknowledgement of the Investment Report for Quarter Ending December 31, 2023.
- 17. Acknowledgement of the FY 2023 Racial Profiling Report for Brazos County Constable Precinct 1.
- 18. Juvenile director's report on detention population.
- 19. Sheriff's report on inmate population.
- 20. Announcement of interest items and possible future agenda topics.
- 21. Adjourn.

PUBLIC COMMENTS

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment at the Commission meeting. Members of the public are reminded that the Brazos County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Brazos County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

It is not the intention of the Brazos County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, or County employees, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

- 1. cancellation of a speaker's time;
- 2. removal from the Commissioners Court;
- 3, a Contempt Citation; and/or

4. such other and/or criminal sanctions as may be authorized

under the Constitution, Statutes and Codes of the State of Texas.

The County Commissioners Court can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commissioners Court. However, responses from the County Judge or Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. To ensure the public has notice of all matters the Commissioners Court will consider, the County Judge and/or Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, recite existing policy in response to an inquiry or to ask that a matter be listed on a future agenda. See Texas Open Meetings Act Section 551.042.

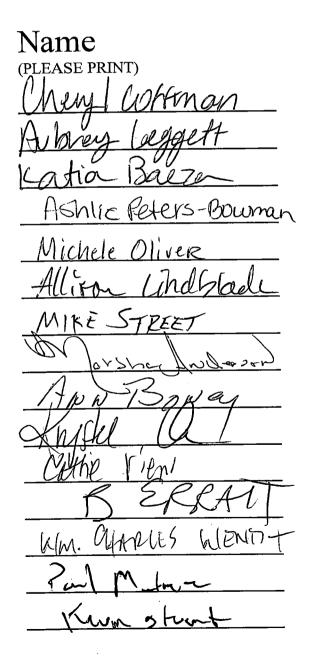
INVOCATION

Any invocation that may be offered before the official start of the Court meeting shall be to and for the benefit of the Court. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Court and do not necessarily represent the religious beliefs or views of the Court in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Court.

The Commissioners Courtroom of the Brazo's County Administration Building, 200 S. Texas Avenue, Suite 106, Bryan, TX77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT FACEBOOK COWBRAZOSCOUNTYTX is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive services must be made two working days before the meeting. To make arrangements, please call (979) 361-4102.

Pg _____ of _____

BRAZOS COUNTY COMMISSIONER'S COURT ,20_74 12 DAY OF March _AMYPM, <u>Regular</u> 10:00 earry. Mecting

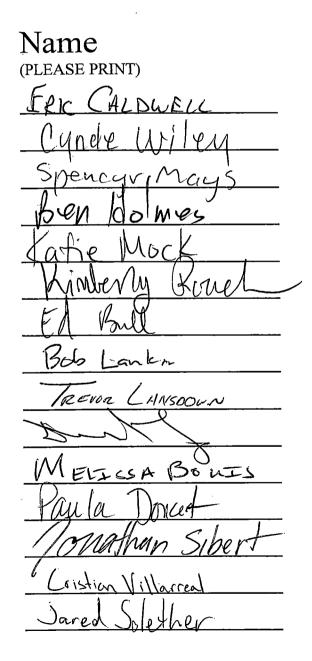


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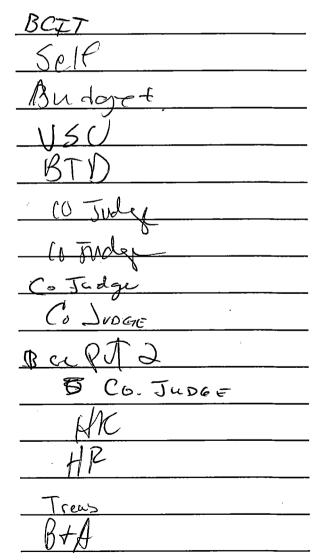
 $Pg \underline{\mathcal{L}} of \underline{\mathcal{P}}$

BRAZOS COUNTY COMMISSIONER'S COURT

12 DAY OF March , 20 24 M, <u>Regular Hearing</u> MUTING AM 10:00



Organization (PLEASE PRINT)



 $Pg \underline{3} of \underline{3}$

BRAZOS COUNTY COMMISSIONER'S COURT

<u>12</u> DAY OF <u>March</u>, 20<u>24</u> <u>10:00</u> AM/PM, <u>Regular Hearing</u> Mueting

Name (PLEASE PRINT) <u>Terrence Munn</u> <u>Truily Hendicus</u> <u>Billy Metrow</u> <u>Josue Layala</u> Organization (PLEASE PRINT)

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BRAZOS IT

Purchasing



DEPARTMENT:	Brazos Coun Sheriff-Deten	ty Office of the tion Ctr.	NUMBER:	
DATE OF COURT MEETIN	NG:	3/12/2024		
ITEM:			ated or unclaimed property left by inmates or the month of January 2024.	leaving the Brazos County
TO:		Commissioners Co	urt	
FROM:		Chief Kevin Stuart,	CJM	
DATE:		03/04/2024		
FISCAL IMPACT:		False		
BUDGETED:		False		
DOLLAR AMOUNT:		\$0.00		
ATTACHMENTS: File Name Donation of County Property	y for January 20	024 items- agenda.pdf	<u>Description</u> Donated Property Items January 2024	Type Backup Material



BRAZOS COUNTY, TEXAS ACCEPTANCE OF DONATED/AWARDED PROPERTY DONATION OF COUNTY PROPERTY

Acceptance of Donated/Awarded Property	Donation of County Property
Acceptance of Donated Awarded Property (Awarded property requires signed court docume	
Acceptance of Donated Inmate Property (Requires signed inmate documentation – NO V.	ALUE ASSESSED)
tem Description:	
Please provide all information requested below a fields will be returned for completion.	s applicable to the property being accepted or donated. Forms containing any l
Make: Model:	_ Year: SN/VIN #:
Functional Non-Functional. Explair	Year:SN/VIN #:
an and a grind and a second of a second of an and a second a second for an a second second second second second	welry, Electronics and other misc items left by
Inmates leaving the Brazos Co. Detention C	
	Check box for Capital Asset (value/initial cost is over \$5000)
Estimated Value:	
Acceptance of Donated Property	Donation of County Property Check the appropriate entity property being
Check the appropriate account based on estimated value of property being accepted:	donated to:
61235000 (Donation - Other)*	Government Entity: Brazos Sheriff's Office
60010000 (Minor Property - \$1 - \$4999)	Organization Name
80010000 (Capital Property - Over \$5000)	Other (Due to Statuatory requirements prior approval
	is required by Purchasing: Organization Name
Donation - Other account 61235000 is to be used	ONLY for cash/check funds donated to Brazos County.
	onated or awarded to Brazos County. This item has been received in good faith and
approval by Commissioner's Court will become a p	art of the General Fixed Asset Account of Brazos County. The determination to acc tion of Commissioners Court based upon such things as usefulness, projected oper
	Michael C
	heriff's Office / unit unit of the second se

Commissioners Court Approval

BRAZOS COUNTY DETENTION CENTL INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/31/2024 SO#:131760

Jail ID:332022

This is to advise you, DOMINGUEZ-BARRANCO, ENRIQUE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY	
1) Misc. Clothe, 6)	
2) MISC Electricics 7)	
3) Misc Books 8/ (A)	
4) <u> </u>	
5) D-onet.	
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Officer Signature: Zaras Date:1/31/2024	
Person Designated To Pick Up Property:	
Name:	
Address:	
Phone#	
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(Include Copy Of ID)	
Releasing Officers Signature:	
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RAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/31/2024 SO#:140287

Jail ID:338365

This is to advise you, Hernandez-Hernandez, Marvin Arnoldo that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. <u>To avoid long wait times please schedule the pickup 24 hours in advance.</u>

LIST OF	PROPERTY
1) NO Prop 6)
2) Misc Clothing 7	<u>)</u>
3)/ / /8	$\Gamma = C$
$A = \frac{1}{2} $	<u> </u>
5) 10)
Inmate Signature: Other Com	Date:1/31/2024
Officer Signature:	Date:1/31/2024
Person Designated To Pick Up Property:	
Name:	
Address:	
Phone#	
Receiver's Signature:	Date:
(Include Copy Of ID)	Date:
Releasing Officers Signature:	μαις.

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM

Date Inmate Left Facility: 1/31/2024

Jail ID:342057

SO#:108437

This is to advise you, PHILLIPS, RIHEIM JAPARISH that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. <u>To avoid long wait times please schedule the</u> <u>pickup 24 hours in advance.</u>

	LIST OF PROPERTY
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21 SL033	7)
3)	8)
	NANZ 3
4)	N
$\frac{5}{2}$	
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Officer Signature	Date:1/31/2024
Person Designated To Pick Up Property:	
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hone#	
eceiver's Signature: nclude Copy Of ID)	Date:
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BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/31/2024 SO#:48648

Jail ID:342733

This is to advise you, OLDHAM, ANTONIO LEONAL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

Mise Clothes		
	6)	
)	7)	
	-8)	
	9)	
Y	10)	
nmate Signature: Abfun	Date:1/31/2024	
Officer Signature:	Date:1/31/2024	•
erson Designated To Pick Up Property	8	
lame:		
ddress:		
hone#		
eceiver's Signature:	Date:	
nclude Copy Of ID}		
eleasing Officers Signature:	Däte:	19

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/29/2024

Jail ID:343292

SO#:89716

This is to advise you, AMADOR, ERICA that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

	IST OF PROPERTY
1) Misc dottes	- 6)
2) DURSC W/ misc items	7)
3)	8 <u>)</u>
4)	9)
	10
5)	Jan Date:1/29/2024
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Person Designated To Pick Up Property:	$I \sim \gamma$
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BMIN, TO-	<u>neuz</u>
Phone# J979-48	50-4120
Receiver's Signature:	Date:
(Include Copy Of ID)	
Releasing Officers Signature:	Date:
ala ang Balanda Bangkang Kangkang Kangkang Kangkang Kangkang Kangkang Kangkang Kangkang Kangkang Kangkang Kang Kangkang Kangkang Kang	. 19 dalah sebagi dalam 10 dalah sebagai dari dalam dan dalam meneratan dalam dari dari dalam dari dari dari da Alam balan dari dari dari dari dari dari dari dari

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/28/2024 SO#:135105

Jail ID:343720

This is to advise you, Alsaid, Tiara Josianna that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF I	PROPERTY
1) Misc Clother 6)	
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4) 9)	
Inmate Signature	Date:1/28/2024
Officer Signature:	Date:1/28/2024
Person Designated To Pick Up Property:	
Name:	
Address:	
Phone#	
Receiver's Signature: (Include Copy Of ID)	Date:
Releasing Officers Signature:	Date:

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/25/2024 SO#:138210

Jail ID:342520

This is to advise you, Olveda, Felicia Michelle that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY
1) 2 bill Stides 6)
2) Legal MAIL 7)
3) Blue Shorts 8)
4) Stripped feinklep 9)
5)
Inmate Signature:
Officer Signature: Date:1/25/2024
Person Designated To Pick Up Property:
Name: <u>Greatse Moreno SR</u>
Address: 1304 Wellington AVE
Bryph TX 717803 (9791574-8073/(979)402-5187
Phone# $(979)574-8073/(979)402-3101$
Receiver's Signature: Date:
(Include Copy Of ID)
Releasing Officers Signature: Date:

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/2/2024 SO#:142072

Jail ID:343731

This is to advise you, NORWOOD, ANTHONY that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST	OF PROPERTY
1) Red Shorts	6) Damaged Cell Phone
2) Gray Understar	7) Damagez Flip Phone
3) CIRAY Shirt	8) Black Dower Bank
4) 2 Red Shoes	9) 2 Watches
s) Black Wallet	10) Backpacke w/ Misc items
Inmate Signature: That hun Minut	Date:1/2/2024
Officer Signature:	Date:1/2/2024
Person Designated To Pick Up Property:	$\sim 10^{-10}$
Name: Anothing Wangerd	
Address:	$=(\setminus \mathcal{N} \mathcal{N})$
Phone#	$ \longrightarrow $
Receiver's Signature:	Date:
(Include Copy Of ID)	Date:
Releasing Officers Signature:	

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/25/2024

Jail ID:336397

SO#:81900

This is to advise you, SOTO, ADAM GUERRA that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

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3) 1 Pan+5	8)
4). <u>1 Storts</u>	9)
5) <u>1</u> H00D1C	10)
Inmate Signature:	Date:1/25/2024
Officer Signature:	Date:1/25/2024
Person Designated To Pick Up Property:	
Name: <u>Ponute</u>	
Address:	
Phone#	Date: 1-26-2024
Receiver's Signature: (Include Copy Of ID)	
Releasing Officers Signature:	Date:

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/18/2024

Jail 1D:338050

SO#:134467

This is to advise you, Salinas, Anna Lisia that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

-1)-Mise-Cletxij	6)		
2) Yellow folder	7)		
3) lighter	8)		
4) Mise Jeci	9)		
5) Change	10)		
Inmate Signature:	Date:1/18	/2024	
	<u>2295</u> Date:1/18	/2024	
Person Designated To Pick Up Proper	ty:		
Name: Frank D	elagdo		
Name: <u>Frank D</u> Address: <u>512</u>	uncon		
<u>_Brym</u>]			
Phone# <u>\$919-5</u>	75-9074		
Receiver's Signature:		Date:	
(Include Copy Of ID) Releasing Officers Signature:		Date:	
UCIEDSHIP CHILELS OBURIANCY			

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/17/2024

Jail ID:345611

SO#:55240310

This is to advise you, MONCIBAIZ, FELIX JR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

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5)	10)	ر بر	······································	44 Q. 44
Inmate Signature:	- n to, or to test gene	17/2024		
Officer Signature: 22001	Date:1/	17/2024		
Person Designated To Pick Up Property:	M			
Name: <u>Margatta</u>	Mancib	HZ-		
Address: 609 LIVE Bryan T	X 778a	3		el diserrentari Serie e su pri Contra diserrentari
Phone# 979-68	0-2997			
Receiver's Signature:		Date:		
(Include Copy Of ID)		Date:		andra ann an Arrainn An Arrainn an Arrainn An Arrainn an Arrainn
Releasing Officers Signature:				

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/31/2024 SO#:128679

Jail ID:344846

This is to advise you, Bell, Julius Isalah that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

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3)	8)
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5)	10)
·····	212 Date:1/31/2024
Officer Signature:	Date:1/31/2024
Person Designated To Pick Up Proper	
Name:	
Address:	
Phone#	
Receiver's Signature: Include Copy Of ID)	Date:
include LUPY UT IV)	
Releasing Officers Signature:	Date:

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/4/2024 SO#:58627

Jail ID:341466

This is to advise you, Edwards, Toney that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERT

1) Clothes	
2) Watch	7)
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3 <u>) 500 9</u>	8)
4)	<u>(e)</u>
5)	
Inmate Signature: Tony Ed	CCC & Date:1/4/2024
Officer Signature:	<u>C</u> Date:1/4/2024
Person Designated To Pick Up Property:	
Name: <u>Veil Enn</u>	<u>Vanh</u>
Address: <u>47.47</u>	
Aug. 23.	
an a	
Phone#	
	Datë:
Receiver's Signature:	
Releasing Officers Signature:	Date:
	an sa na aka na ang na panganan ang aka na panganan na kana na panganan na kana na panganan na panganan na pan Na panganan na

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/2/2024 SO#:82925

Jail ID:336391

This is to advise you, TREJO, ANTHONY DEONTRAY that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

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1) Chiay Shorts + Gray Pant	is 6) <u>Ullite Shirt & 2 Blue Shoes</u>
2) Gray Underwear	7) Blue pants & Blue Jacker
3) Black Shirt	8) Blown Wallet + 3 Candoms
4) <u>2 Block Socks</u>	9) Opened Pack of Cigarettes + lighter
5) 2 White Sacies	10 Opened Rock of glim + 3 misc papers
Inmate Signature:	Date:1/2/2024
Officer Signature:	Date:1/2/2024
Person Designated To Pick Up Property:	
Name: <u>Eurlene T</u>	<u>rej O</u>
Address: <u>Cqlvelt T</u>	<u>excs</u>
Phone#	
Receiver's Signature:	Date:
(Include Copy Of ID) Releasing Officers Signature:	Date:
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BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/4/2024

Jail ID:333474

SO#:50698

This is to advise you, MARROQUIN, LUIS MANUEL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

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Misc Clother	7)	<u></u>
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	10)	
nmate Signature:	 Date:1/4/2024	
	Date:1/4/2024	
Person Designated To Pick Up Property		
Vame:		
Address:		
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Phone#		
	Date:	
Receiver's Signature: (Include Copy Of ID)		
Releasing Officers Signature:	Date:	

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/25/2024

Jail ID:341599

SO#:104466

This is to advise you, WILSON, KANESHIA MONAE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. <u>To avoid long wait times please schedule the</u> <u>pickup 24 hours in advance.</u>

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1) Ired Shirt	6)
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3)	8)
4)	9)
5) Inmate Signature: Wallehile	10) S& Qate:1/25/2024
Officer Signature:	
Person Designated To Pick Up Property:	
Name:	
Address:	
Phone#	
Receiver's Signature:	Date:
Releasing Officers Signature:	<u>Date:</u>

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/4/2024

Jail ID:338900

SO#:70688

This is to advise you, RYBURN, SHAUN PAUL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

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Ip Property:			
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19-229-9328			
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	7) 8) 9) 10) 22003 Jp Property: <u>Ryburn</u> <u>3 Ryburn</u>	8) 9) 10) Date:1/4/2024 Date:1/4/2024 Date:1/4/2024 Date:1/4/2024 Jp Property: <u>Rybut M</u> <u>RavenStone (asp</u> station 7x, 72845 <u>19-229-9328</u>	7) 8) 9) 10) Date:1/4/2024 Date:1/4/2024 Jp Property: <u>Rybutn</u> <u>Revenstore (wp</u>) station 7x, 77845 <u>19-229-9328</u> Date:

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/22/2024 SO#:128612

Jail ID:343300

This is to advise you, Murphy, Delisha Jamaya that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

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3) делыс	8 <u>) 1 VARC</u>
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5)_MISC PAPEL	10)
Inmate Signature: Del MM	
Officer Signature:	Date:1/22/2024
Person Designated To Pick Up Property:	
Name: <u>Hmaris Est</u>	<u>ερ</u>
Address:	1
Phone#	
Receiver's Signature:	Date:
Releasing Officers Signature:	Date:
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BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/25/2024 SO#:86377

Jail ID:344270

This is to advise you, LEWIS, KENNETH DWAYNE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

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3) <u>J</u> Shirt 8) 4) <u>4</u> Boycors 9) 5) <u>7</u> SLOOS 10) Inmate Signature: Date:1/25/2024 Officer Signature: Date:1/25/2024 Person Designated To Pick Up Property: Name: Address:	1) 2 Aupers	6) 2 50C 43
a) 4) Boycors 9) 5) 2 SLIDES 10) Inmate Signature: Date:1/25/2024 Officer Signature: Date:1/25/2024 Person Designated To Pick Up Property: Date:1/25/2024 Name: DATA Address: Phone# Receiver's Signature: Date: Include Copy Of ID) Date:	2) 1 Pan +5	7)
5) 2 SILOES 10) Inmate Signature: Date:1/25/2024 Officer Signature: Date:1/25/2024 Person Designated To Pick Up Property: Name: Address: DATC Phone#	з) <u>1 Shirr</u>	8)
Inmate Signature: Date:1/25/2024 Officer Signature: Date:1/25/2024 Person Designated To Pick Up Property: Name: Address: Phone# Receiver's Signature: Math (include Copy Of ID)	4) <u>4</u> Borco 5	9)
Officer Signature: Date:1/25/2024 Person Designated To Pick Up Property: Name: Address: Phone# Receiver's Signature: Include Copy Of ID)	<u>-5) 2 Slices</u>	10)
Person Designated To Pick Up Property: Name: DAATC Address: Phone# Receiver's Signature: Date:	Inmate Signature:	Date:1/25/2024
Name: Address: Phone# Receiver's Signature: (include Copy Of ID)	Officer Signature:	Date:1/25/2024
Address: Phone# Receiver's Signature: May Leave Date: (include Copy Of ID)	Person Designated To Pick Up Property:	
Phone# Receiver's Signature: Mark Scinco Date: (Include Copy Of ID)	Name: DATATP	
Receiver's Signature:	Address:	
Receiver's Signature:		
(Include Copy Of ID)		
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LIST OF PROPERTY

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/25/2024 SO#:56089

Jail ID:345922

This is to advise you, LOPEZ, BRANDY MICHELLE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. <u>To avoid long wait times please schedule the</u> <u>pickup 24 hours in advance.</u>

	LIST OF PROPERTY
1) Blu Shirt	6 <u>)</u>
2) Jeans	ere en table en el dépendente de la situation de la companya del manification de la companya de la companya de <u>en escano</u> en la <mark>7) el de la companya de la transmission de la companya de</mark>
3) Pink/uhi So	<u>OC</u> S 8)
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5)	10)
Inmate Signature:	Date:1/25/2024
Officer Signature:	Date:1/25/2024
Person Designated To Pick Up Prope	nty: The second seco The second sec
Name: <u>Hector</u>	Gonzalez
Address: 1201 Har	Vey Rd Apt 173
25 TZ	
Phone# 97945	<u>506822</u> ~
Receiver's Signature: (Include Copy Of ID)	Date:
Releasing Officers Signature:	Date:
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BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/4/2024 SO#:141209

Jail ID:341199

This is to advise you, THOMPSON, ROBERT LEE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY	
1) Gilusses K2	6)
2) 4 Glasses Case	7 <u>)</u>
3) Misc Clothe J	8)
4	9)
5)	10)
Inmate Signature:	Date:1/4/2024
Officer Signature:	<u></u> Date:1/4/2024
Person Designated To Pick Up Property:	
Name:	a o o segura en diris do acos obrañ de segura da A formal a director a compositor de acos de acos da segurado
Address:	
Phone#	
Receiver's Signature:	Date:
(Include Copy Of ID)	Date:
Releasing Officers Signature:	

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/25/2024

Jail ID:345298

SO#:59606

This is to advise you, HERNANDEZ, FRANK, III that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

1) 2, insoles	6)
2) <u>1 Berr</u>	7)
3) 1 Charf Stick	8)
4)	9)
5)	10)
Inmate Signature:	Date:1/25/2024
Officer Signature:	Date:1/25/2024
Person Designated To Pick Up Property:	
Name: Norma Hernan	dez
Address: <u>520 Avondale</u>	Ave
Bryon, 7×17802	2
Phone# <u>979422-692</u>	$\mathbf{a}_{\mathbf{a}}$
Receiver's Signature: (Include Copy Of ID)	Date:
Releasing Officers Signature:	Date:
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BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/17/2024

Jail ID:344222

SO#:16422587

This is to advise you, BURRELL, FREDERICK EARL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. <u>To avoid long wait times please schedule the</u> <u>pickup 24 hours in advance.</u>

	LIST OF PROPERTY
1) PEPEr Crork	6)
2) GILSSES CESA	7)
3)	8)
4)	9)
5)	10)
Inmate Signature: Turk	Date:1/17/2024
Officer Signature: <u>22</u> 22	29.1 Date:1/17/2024
Person Designated To Pick Up Propert	y .
Name:	
Address:	· nTe
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Phone#	
leceiver's Signature:	Date:
Include Copy Of ID)	
1916 ga tari kana sa k	Date:

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/25/2024

Jail ID:344783

SO#:132889

This is to advise you, WOODS, ANTHONY GREGG that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PR	OPERTY
1) 2 Pairs OF Shoes 6)	
2)7)	
3)8)	
4)9)	
5) Inmate Signature: Louthury Works b	Date:1/25/2024
Officer Signature:	Date:1/25/2024
Person Designated To Pick Up Property:	
Name: Jasharun woods	
Address: Navaro dr.	
Phone# <u>979 985 05 8(</u>	7 2
Receiver's Signature:	Date:
Releasing Officers Signature:	Date:

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/2/2024

Jail ID:341923

SO#:137525

This is to advise you, STEWARD, ANTHONY ANDRE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

	LIST C)F PROPERTY	
1) White	Shirt	6) Opened Cigarette	: box W/lighter
2) MAIAite	Shorts	7) 2 White Shoe	3
3) Yellow	Dugermear	8)	
4) 2 Blue	Socies	9)	
5) Domages	Cell Phone (2)	10)	
	e: CORUM REACTER VIN	Date:1/2/2024	
Officer Signatur	e:	Date:1/2/2024	
Person Designa	ted To Pick Up Property:		
Name:	RUM JONDON		
Address:	her verden	≤ <u>⊌4</u> 7	
	<u>Bryan TEMAS</u>	<u>7.7%</u> 01	
Phone#	<u>979-599-1106.</u>		
Receiver's Signa (Include Copy Of	iture: ID)	Dat	e:
Releasing Office	ers Signature:	Dat	61

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/18/2024

Jail ID:340452

SO#:16012555

This is to advise you, PERRY, MARTHA MAE that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

17-C1042-1	<u>6]6</u>	
2) Hair	n <u>hait</u>	
3) Pink PUSA	8)	
4) Cell Phone	9)	• • • • • • • • • • • • • • • • • • •
5) PLAPE STILS	10)	
an a	P. 10 Date:1/18/2024	
Officer Signature: 22		
Person Designated To Pick Up Propert	y:	
Name: <u>ANXYKEDK</u>		
Address: 2 (00 Jouth	wood dr kpt #8	
Phone#		
Receiver's Signature:	Date:	
(Include Copy Of ID)		
Releasing Officers Signature:	Date:	

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/4/2024

Jail ID:343757

SO#:61458

This is to advise you, TYLER, ROSELLA TENNELL that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

		LIST OF PROPERTY		
- <u>1)-M-150</u>	=-Papers	6)		
2) Mise	C Clothing	7)		
31 Misc	Jerlerg			
5)		n ni tel tel tel tel para tel		
		Date:1		
Officer Signa	iture: <u>52 220</u>	Date:1	/4/2024	
Person Desig	gnated To Pick Up Property:			
Name:	Amarri Dutt	man		
Address:	1233 wet-mi	ucJest		
	BRANTX Y	TQOZ		
Phone#	9-19-5743			
Receiver's Sir	gnature:		Date:	
(Include Copy				
Releasing Off	ficers Signature:		Date:	

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/18/2024

Jail ID:337547

SO#:140001

This is to advise you, Evans, Amanda Frances that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST	I OF PROPERTY
<u> 1) Clottici</u>	-6)
2) <u>Phome</u>	The second se
3)	8)
4)	.9) (9)
5).	10)
Inmate Signature:	Date:1/18/2024
Officer Signature: 2200/	Date:1/18/2024
Person Designated To Pick Up Property:	
Name:	
Address:	
Trate	2
Phone#	
Receiver's Signature:	Date:
Releasing Officers Signature:	Date:

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/28/2024 SO#:140481

Jail ID:338986

This is to advise you, HELD, SHANNON ELIZABETH that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

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-1)-Mise-areb-699/	
2) Misc Clother 1 7)	
3)	
4)9	
Inmate Signature Im Control Date:1/28/2024	
Officer Signature: TE Gzan- Date:1/28/2024	Ď,
Person Designated To Pick Up Property:	
Name: Name: Name: Name: 12121212)
Address: 2019 PATENDI # JUC	
DALAS, TX: 75204	
Phone# $-214-1041-4939$	
Receiver's Signature: Date:	44
(Include Copy Of ID)	
Releasing Officers Signature:	

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/30/2024

Jail ID:340455

SO#:135885

This is to advise you, HUDGINS, DAELON DAE SEAN that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. To avoid long wait times please schedule the pickup 24 hours in advance.

LIST OF PROPERTY

-1) <u>Grav</u> Pa	115		
2) <u>306.86</u>	<u>ONDERGEAR</u>	7)	
3) <u>z steis</u>		8)	
4) <u>1 μουσ</u>		9)	
<u>-5)DRanss</u>		(0)	
Inmate Signa	ture: Daylon Hudgins	Date:1/30/2024	
i i i i i i i i i i i i i i i i i i i	ture:	Date:1/30/2024	
Person Desig	nated To Pick Up Property:		
Name:	Tomika Bowen		
Address:	llor verze pr		
Phone#			
	gnature:	Date:	
(Include Copy	Of ID)		
Releasing Off	icers Signature:	Date:	

BRAZOS COUNTY DETENTION CENTER INMATE PROPERTY INVENTORY FORM Date Inmate Left Facility: 1/17/2024 SO#:138105

Jail ID:333624

This is to advise you, NEWTON, DEVIN RAY that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all

property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be <u>donated</u> to the Brazos County Sheriff's Office and disposed of to the person(s) or organization of choice by the order of the Sheriff of Brazos County, Texas. Your property will not be released to anyone other than the person that you have designated to pick it up and can be picked up from the Release Lobby of the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807. <u>To avoid long wait times please schedule the pickup 24 hours in</u> advance.

	LIST OF PROPERTY	
1) Clothe S	6)	
2) langard W/ 10		
3) Head Phone Case	<u>8)</u>	
4) Hard Cover BOOK	9)	
5)	10)	
Inmate Signature:	Date:1/17/2024	
Officer Signature: 27.	Date:1/17/2024	
Person Designated To Pick Up Prop	perty:	
Name:		
Address:		
1 1000000000000000000000000000000000000		
Phone#		
Receiver's Signature:	Dat	e:
(Include Copy Of ID)	bel	e:
Releasing Officers Signature:		



DEPARTMENT:	NUMBER:	
DATE OF COURT MEETING:	3/12/2024	
ITEM:	Approval of Guidelines and Criteria for Granting T	ax Abatements in Brazos County, Texas.
TO:	Commissioners Court	
DATE:	03/07/2024	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	\$0.00	
ATTACHMENTS:		
File Name Proposed_Economic_Guidelines.pdf	Description Proposed Economic Guidelines	<u>Түре</u> Backup Material

RESOLUTION

STATE OF TEXAS

COUNTY OF BRAZOS

§ § §

GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS IN BRAZOS COUNTY, TEXAS

I. INTRODUCTION

WHEREAS, the attraction of long-term investment and the establishment of new jobs in the Brazos County would enhance the economic base of Brazos County; and,

WHEREAS, Brazos County must compete with other localities across the state and the nation currently offering tax inducements to attract jobs and investments; and

WHEREAS, Brazos County has certain governmental powers that enable it to take affirmative and effective action to stimulate economic growth; and,

WHEREAS, tax abatement is one of the principal means by which the public sector and the private sector can forge a partnership to promote real economic growth within the community; and,

WHEREAS, tax incentives offered must be strictly limited in application to those new or existing industries that bring new wealth into the community in order to avoid reducing the needed tax revenues of the County; and,

WHEREAS, the Property Redevelopment and Tax Abatement Act (the "Act") Chapter 312 of the Texas Tax Code authorizes the County to provide property tax abatement for limited periods of time as an inducement for the development or redevelopment of a property; and,

WHEREAS, the Act requires eligible taxing jurisdictions to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting any future tax abatement, said guidelines to be unchanged for a two (2) year period unless amended or repealed by a three-fourths (3/4ths) vote of the Brazos County Commissioners Court; and,

WHEREAS, this document states guidelines and criteria that the County will utilize in attempts to assert positive economic development, but should not be read to imply or suggest that Brazos County, Texas is under an obligation to afford these opportunities to any applicants; and,

WHEREAS, the governing body of a taxing unit may not enter into a tax abatement agreement unless it finds that the terms of the agreement and the property subject to the agreement meet the applicable guidelines and criteria adopted by the County under the Act; and,

WHEREAS, the County may elect to participate in a tax abatement agreement within a municipal reinvestment or enterprise zone. Municipalities may enter into tax abatement agreements with the owner(s) of taxable real property within the reinvestment zone to exempt a portion of the taxable value of the real property, and personal property located on the real property. When the County elects to participate in a tax abatement agreement within a municipal reinvestment or enterprise zone, it will not create a separate county reinvestment zone in the same designated area. The term "municipal reinvestment zone" includes an "enterprise zone" designated under Chapter 2302 of the Government Code.

WHEREAS, the County may enter into a tax abatement agreement with the owner of the property within a municipal reinvestment zone when a municipality is entering into a tax abatement agreement with the owner. The terms of the County Agreement are not required to be identical to those in the municipal agreement.

WHEREAS, the adoption of the guidelines by Brazos County does not: limit the discretion of the County to decide whether to enter into a specific tax abatement agreement; limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or create any property, contract, or other legal right in any person to have the County consider or grant a specific application or request for tax abatement.

WHEREAS, these guidelines and criteria are designed to allow maximum flexibility in addressing the unique concerns of each applicant while enabling the County to respond to the changing needs of the community.

NOW, THEREFORE, BE IT RESOLVED, that Brazos County Texas, acting by and through its duly elected Commissioners Court, hereby elects to participate in tax abatements and hereby adopts these guidelines and criteria for granting tax abatements in Brazos County.

II. DEFINITIONS

A. "Abatement" means the full or partial exemption from ad valorem taxes of certain real and/or personal property in a Reinvestment Zone designated for economic development purposes pursuant to Chapter 312 of the Texas Tax Code.

B. "Agreement" means a contractual agreement between a property owner and/or lessee and an eligible jurisdiction for the purposes of tax abatement.

C. "Base Year Value" means the assessed value of eligible property January 1 preceding the execution of the Agreement, plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the Agreement.

D. "County" means Brazos County, Texas.

E. "Deferred Maintenance" means improvements necessary for continued operations which do not improve the productivity or alter the process technology.

F. "Distribution Center Facility" means buildings and structures, including machinery and equipment, used or to be used primarily to receive store, service, or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points at least fifty (50) miles from location in the County.

G. "Expansion" means the addition of buildings, structures, fixed machinery, or equipment for purposes of increasing production capacity.

H. "Facility" means property improvements completed or in the process of construction which together comprise an integral whole.

I. "Manufacturing Facility" means buildings and structures including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical chemical change, including the assembly of goods and materials from multiple sources in order to create a finished or semi-finished product.

J. "Modernization" means the replacement and upgrading of existing facilities which increases the productivity input or output, updates the technology or substantially lowers the unit cost of the operation. Modernization may result from the construction, alteration, or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, or repairing except as may be integral to or in direct connection with an existing expansion.

K. "New Facility" means a property previously undeveloped which is placed into service by means other than, or in conjunction with, expansion or modernization.

L. "Other Basic Industry" means buildings or structures, including fixed machinery and equipment not elsewhere described, used or to be used for the production of products or services which serve a market primarily outside the County and result in the creation of new permanent jobs and create new wealth in the County.

M. "Personal Property" means tangible personal property located on the real property, excluding that personal property located on the real property prior to the period covered by the abatement with the County, and other than inventory or supplies.

N. "Productive Life" means the number of years a property improvement is expected to be in service.

O. "Project" means any property improvement including expansion, modernizations, and new facilities; but excluding any deferred maintenance.

P. "Reinvestment Zone" means any area of the County which has been designated a reinvestment zone for tax abatement purposes and which is located within the taxing jurisdiction of the County. It is

the intent of the County to designate reinvestment zones on a case-by-case basis in order to maximize the potential incentives for eligible enterprises to locate or expand within the County.

Q. "Regional Entertainment Facility" means buildings and structures, including machinery and equipment, used or to be used to provide entertainment through the admission of the general public where the majority of the users reside at least fifty (50) miles from its location in the County.

R. "Regional Service Facility" means buildings and structures, including machinery and equipment, used or to be used to provide services to the general public.

S. "Research Facility" means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

T. "Targeted Enterprise" means the following facilities – distribution center facility, manufacturing facility, regional entertainment facility, research facility, regional service facility, or any other basic industry.

III. CRITERIA FOR TAX ABATEMENT

A. General Criteria. All applications must meet all of the following general criteria before being considered for tax abatement:

1. The project expands the local tax base.

2. The project creates permanent full-time employment opportunities.

3. The project would not otherwise be developed or would otherwise be substantially altered so that the economic returns or other associated public purpose secured by the County's incentive would be reduced.

4. The project makes a contribution to enhancing further economic development.

- 5. The project must remain in good standing with all governmental and environmental regulations.
- 6. The project will not be considered if it is determined that:
 - a. there would be substantial adverse effect on the provision of government services on tax base;
 - b. the applicant has insufficient financial capacity;
 - c. planned or potential use of the property would constitute a hazard to public safety;

- d. planned or potential use of the property would create adverse impacts to adjacent properties;
- e. any violation of laws of the United States or State of Texas or ordinances of the City of Bryan, Texas or City of College Station, Texas, or order of Brazos County, Texas would occur; or,
- f. it is an improvement project financed with tax increment bonds.
- 7. Requests for abatements will not be considered if, prior to the submission of an application, the project is already substantially underway or completed. A project will be considered to be substantially underway if actions such as, but not limited to, the following have occurred:
 - a. the demolition, site preparation, or the installation of infrastructure has begun;
 - b. a building permit has been issued for construction not associated with mitigating an environmental hazard;
 - c. construction (including renovations or tenant finish-out) has begun; or,
 - d. equipment, inventory, or employees have been relocated to the new site.

Execution of a lease, the mitigation of environmental problems, the purchase of land, the completion of an environmental assessment, or the preparation of architectural and engineering plans do not constitute a project being substantially underway.

- 8. Requests for an abatement will not be considered for property that will be used in whole or in part for a sexually-oriented business, including but not limited to condoning, legitimizing, or promoting obscene materials, nude or topless modeling or dancing, adult motel operations, escort services, sexual encounter centers, sex phone centers, or any other sexually-oriented business activity. Similarly, property receiving an existing abatement for another use cannot convert this property for use as a sexually-oriented business or an establishment and still retain the abatement.
- 9. Requests for an abatement will not be considered for an applicant with which the County is currently involved in, or has within the past thirty-six (36) months been involved in, litigation, a pending claim, or unsatisfactory contractual performance, nor to any applicant indebted to the County for ad valorem taxes or other obligations.

B. Specific Criteria. If the project in the application meets the general criteria, is a facility of a Targeted Enterprise, and has a capital cost that exceeds Ten Million Dollars and No/100ths (\$10,000,000.00) then abatement of any or all of the increased value will be considered. A tax abatement will not exceed fifty per cent (50%) for five (5) years. Factors to be considered in determining

the portion of the increased value to be abated and the duration of the abatement include, but are not limited to:

- 1. Total amount of the increased value;
- 2. Total number of jobs created;
- 3. Type of jobs created;
- 4. Dollar Value of payroll created; and
- 5. Other costs and revenues associated with the application.

The County reserves the right to offer incentives that are greater than fifty per cent and or longer than five (5) years for projects that significantly exceed the Specific Criteria.

C. Variances From Guidelines And Criteria For Tax Abatements: A tax abatement application may include a tax abatement variance from the General and Specific Criteria by submitting a request in written form along with the required standard application. Such requests shall include a complete description of the circumstances explaining why a variance should be granted. Approval of a request for variance requires the vote of at least four (4) members of the Commissioners Court.

IV.

APPLICATIONS FOR REINVESTMENT ZONES AND TAX ABATEMENTS

A. All requests for reinvestment zones and tax abatements in the jurisdiction of Brazos County, Texas shall be made by filing a written application with the Brazos County Commissioners Court after addressing all criteria questions contained in this document. An application for designation of a reinvestment zone and for tax abatement may be combined and submitted jointly. Such applications may be filed with an agent or representative of the County hired to administer the County's program of tax abatement.

All applications shall include the following, unless the County has waived a requirement that it has deemed unnecessary to properly evaluate the request:

- 1. a general description of the project including purpose and explanation of the kind, number, and location of all proposed improvements as well as how the project will meet the criteria established by this document.
- 2. a plat showing the precise location of the property and all improvements thereon, all roadways within 500 feet of the site and all existing zoning and land uses within 500 feet of the site (a complete legal description shall be provided if the property is described by metes and bounds).

- 3. a completed cost estimate of the project by land, building, equipment, inventory, and personality categories.
- 4. a description of the methods of financing all estimated costs and the time when related costs or monetary obligations are to be incurred, estimated number of employment opportunities the project creates over the period of the abatement, including gross annual payroll of permanent time and part-time employees remaining after construction is complete.
- 5. a detailed time schedule for undertaking and completing the project.
- 6. a fee in the amount of One Thousand Dollars and No/100ths (\$1,000.00).

B. After reviewing the application, if the County staff or its agent or representative finds the application to be complete and accurate and meets the criteria established by this document, the County staff or its agent or representative may then do or cause to be done an impact study, which the applicant may be required to pay or participate in paying for, setting forth the impact of the proposed reinvestment zone and tax abatement agreement. This study shall include, but not be limited to, a cost benefit analysis of the creation of the reinvestment zone and the abatement of taxes.

C. After establishing the benefits of the proposal, the County staff or its agent or representative may propose that the County offer a tax abatement agreement to the applicant. The County staff or its agent or representative may then propose the amount and duration of the tax abatement to the applicants, and formally offer the tax abatement to the applicant.

D. Having completed all the required steps in the process and having been assured by the applicant that it wishes to proceed, the County may then follow procedures in accordance with the Texas Tax Code Chapter 312 and establish a reinvestment zone and tax abatement agreement.

V.

DESIGNATION OF A REINVESTMENT ZONE AND TAX ABATEMENT

A. Prior to granting tax abatement, Brazos County, by Order, shall designate an area as a reinvestment zone unless such zone has been previously established by a municipality within the County. Prior to adopting such an Order, the Brazos County Commissioners Court must conduct a public hearing on the designation that entitles all interested persons to speak and present evidence for or against the designation. No later than the seventh (7th) day before the date of the hearing, notice of the hearing must be:

- 1. Published in a newspaper having general circulation in the County;
- 2. Delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone;

- 3. Posted on the county's website; and
- 4. Delivered to The Brazos Valley Economic Development Corporation or its successor organization.

B. The County, by resolution or order, may enter into a tax abatement agreement. At least thirty (30) days before entering into the agreement, the County will deliver written notice of its intent to each taxing unit that is included in the reinvestment zone,

- 1. Any agreement will include, but not be limited to, the following specific terms:
 - a. all appropriate stipulations included in the application, as outlined by this document, for a reinvestment zone and tax abatement agreement.
 - b. the amount and duration of the tax abatement.
 - c. a method for determining the qualifications of meeting the criteria and a warranty and guarantee to meet and maintain these qualifications over the term of the agreement; the County will be allowed, upon written request and reasonable notice, to inspect and audit such records of the applicant as are necessary to substantiate that the applicant is meeting criteria agreed upon during the term of the abatement.
 - d. a provision in the event the agreement is terminated for whatever reason, or the applicant fails to fulfill the terms and provisions thereof, the tax abatement agreement will be determined null and void and all or some portion of abated taxes, as may be determined by the Brazos County Commissioners Court in its sole discretion, shall be paid immediately to the County.
 - e. access to and authorized inspection of the property by County employees, agents or representatives to ensure that the improvements or construction are made according to specifications and conditions of the agreement.
 - f. An agreement may be assigned to a new owner or lessee of the facility with the written consent of the Commissioners Court. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the agreement. Any assignment of an agreement shall be to an entity that contemplates the same improvements or repairs to the property, except to the extent such improvements or repairs have been completed. No assignment shall be approved if the assignor or the assignee are indebted to the County for ad valorem taxes or other obligations.

C. An agreement may be modified or terminated by the mutual consent of the parties in the same manner that the agreement was approved and executed; provided, however, the agreement may not be altered to provide for tax abatement for a period of more than five (5) years.

D. This Resolution shall be posted on the Brazos County website.

12 **RESOLVED** this day of MARCH ,2024. **Duane Peters**

Duane Peters County Judge

La/ Steve Aldrich

County Commissioner, Precinct 1

Trancy F Berry

Nancy Berry County Commissioner, Precinct 3

ATTEST:

Karen McQueen, County Clerk

By: Ashlu Poley-Bowman, Chief Deputy

Chuck Konderla County Commissioner, Precinct 2

Wanda J. Watson County Commissioner, Precinct 4



DEPARTMENT:	Purchasing	NUMBER:
DATE OF COURT MEETIN	NG:	3/12/2024
ITEM:		Approval of Order exempting the sole source contract with Southern Cementitious Slurry from competitive bidding pursuant to Texas Local Government Code 262.024(a)(7)(A).
TO:		Commissioners Court
FROM:		Celina Nava
DATE:		03/04/2024
FISCAL IMPACT:		False
BUDGETED:		False
DOLLAR AMOUNT:		\$0.00
ATTACHMENTS:		Description
File Name Sole_Source_and_Order_Jus	tification for Exe	DescriptionTypemption.pdfExemption Back UpBackup Material

ORDER

COMPETITIVE BIDDING REQUIREMENT EXEMPTION OF A CONTRACT FOR SOLE SOURCE MADE BY A COUNTY UNDER LOCAL GOVERNMENT CODE SECTION 262.024(A)(7)(A)

The attached Agreement between Brazos County and Southern Cement Slurry, LLC. for the provision of goods and services described in the attached Customer Agreement constitutes a contract. The Brazos County Commissioners Court finds that this is a contract for goods and services for which competition is precluded due to limited availability by a sole source and is made by a county under V.T.C.A. Section 381.004(a)(10) and is exempt from competitive bidding. This Order is made pursuant to V.T.C.A. Local Government Code §262.024(a)(7)(A) and is to be entered into the Commissioners Court minutes.

APPROVED (V DISAPPROVED () MARCH 12, 2024 BY COMMISSIONERS COURT ON (DATE) Duane Peters, County Judge



Brazos County Purchasing Department

200 South Texas Ave., Ste. 352 Bryan, TX 77803

MEMORANDUM

To:Commissioners CourtFrom:Wm. Charles WendtDate:March 12, 2024Re:Sole Source Exemption- Southern Cement Slurry

Requested Action/ Recommendation:

Approval of exemption from competitive bidding requirements, for the purchase of cementitious slurry product from Southern Cement Slurry pursuant to Section 262.024 (a)(7)(A) of the Local Government Code.

Background:

The Road and Bridge department has requested the purchase of cementitious slurry product from Southern Cement Slurry for use by Brazos County Road & Bridge Department and provided the attached memorandum including justification for this purchase. Based on the information included in this memo, Great Southern Stabilized, LLC. is the exclusive licensee and sole source provider of this product in this region and therefore this purchase can only be obtained from one source.

The approval of a sole source purchase meets the exemption requirements of Section 262.024 (a)(7) of the Local Government Code. This section provides for exemption based on purchasing *items that can be obtained from only one source*. The exemption complies with Local Government Code for sole source purchases. Section 262.024 (c) requires that *if an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect. This Memo complies with that requirement.*

Wm. Charles Wendt Purchasing Agent



BRAZOS COUNTY ROAD AND BRIDGE DEPARTMENT Prarthana Banerji, PE, CFM, County Engineer

Memorandum

Date: February 19,2024

To: Purchasing

From: Prarthana Banerji

This department is requesting approval to utilize Cem-Lime (Cement-Lime Mixture) Super Slurry and Cement Super Slurry. The products originate from Martin Marietta (formerly TXI Materials) and Great Southern Stabilized is the exclusive licensee to provide the specified material in the Southeast Texas Region through February 19, 2024.

We have many roadways in a condition where routine maintenance procedures are ineffective and total roadway reconstruction is necessary. The usual reconstruction operation would involve reclamation of the roadway and stabilization of subgrade with 6% lime or 3% cement.

We have found through previous use of the Super Slurry's that:

- A. The usual application of lime leads to a substantial amount of lime becoming airborne. Lime is an eye, skin and lung irritant while our workers are trained in the proper application of lime and take the necessary precautions when working with lime, there may be citizens living in close proximity to the area where lime is being applied who could be exposed to irritants with normal lime stabilization methods. Delivery of stabilization with specified slurry applies the product directly to road materials with no risk of airborne exposure to county residents or county workers.
- B. A typical lime application requires the introduction of the lime material to the road subgrade and it is then blade mixed and compacted. Moisture is maintained for 3 days by truck watering until such time as the lime mellows and is then re-mixed and final compaction is achieved. The entire Normal" stabilization process for a section of road requires substantially more man hours and equipment hours than the method specified. Application of the slurry to a section of road will require intensive mixing, blading and compaction for 2 hours after initial application of the slurry, but then the subgrade work is complete (other than curing). The roadway is drivable for the adjacent residents near a project on day of application. Substantially less man hours and equipment hours are required using specified slurry.

This department believes that we are paying minimally extra in materials and receiving superior stabilization results, plus added environmental benefits by elimination of airborne lime dust and added benefits due to reduction in fuel, equipment and man hours in utilizing the Super Slurry.



01 March 2024

Brazos County Purchasing Department 200 S. Texas Avenue, Suite 352 Bryan TX 77803

Attn: Ms. Celina Nava

Martin Marietta has a product line called SuperSlurry which produces cementitious products. One product we produce using SuperSlurry technology is cement slurry. At significant cost to itself, Martin Marietta has developed the processes and components necessary to manufacture SuperSlurry through internal experimentation, expertise and inventiveness. However, because of the proprietary nature of the SuperSlurry products, manufacturing processes and delivery system, Martin Marietta is the sole supplier in the Dallas/Ft. Worth area that can provide you with SuperSlurry or its equivalent.

Martin Marietta will license the cement SuperSlurry production process so that cement SuperSlurry will be widely available wherever it is needed. Martin Marietta currently holds a patent on the SuperSlurry product, so we intend to protect the proprietary nature of the product and processes so that only licensed suppliers will be allowed to produce and sell the cement SuperSlurry product to the quality standards established by Martin Marietta. At the present time, Martin Marietta has licensed other manufacturers of cement SuperSlurry throughout Texas and various parts of The United States.

Southern Cement Slurry is the sole source provider in the Southeast Texas region, including the greater Houston and Brazos County areas through December 31st, 2027.

If you have any questions or need anything else, please contact us.

Sincerely, acold

Chris Moretti

Cement Treated Materials 10615 Spangler Road, Dallas, TX 75220 t. (972) 409-3240 f. (972) 501-9304 www.martinmarietta.com



SOLE SOURCE I SINGLE SOURCE I NO SUBSTITUTE JUSTIFICATION

Complete this form and submit to Purchasing for Sole Source purchases over \$1000.00

		Cem-Lime Stabilization	
REQUISITION #	_ITEM(S)		_COST \$

I. Check the category most applicable to your requirement:

Sole Source. (No other known source or the only source meeting specifications.)

\checkmark	Single Source.	(Only the designated	Supplier is acceptable de	ue to territories, others may	exist.)

Other. Please Explain___

II. Check the description(s) most applicable to your requirement:

✓ Item has characteristics unique to a Single manufacturer essential to proposed use.

Proprietary repair or replacement item.

Designed into fabricated equipment.

Required for test and evaluation.

Emergency acquisition as defined in LGC 262

Other:_____

III. Defining Item I Supplier uniqueness:

- A. What are the minimum use requirements (e.g., operating specs; dimensions; tolerances; accuracy; purity; reliability; useful life, etc.)? Native/Reclaimed materials tested to achieve strength reqmts. for subgrades
- B. How are these requirements critical to your needs?

Subgrade strength is essential to quality of the pavement

- C. What other suppliers were considered and why were they rejected? (Brand names and suppliers should be specified.)
- D. Why is this make, model, service, or supplier the only one acceptable?

Prepared By:	Date: 2/20/24	
(Department Personnel) Planthana Burgi (Department Head or Elected Official)	Date: 2/20/24	
Approved By: Denied By: Reason:	Date: 2 2024	



DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:		3/12/2024	
ITEM:		Approval of Renewal for RFQ #24-100R Appraisal Se Lovett & Associates.	ervices for Brazos County with S.T.
TO:		Commissioners Court	
FROM:		Presley Nelson	
DATE:		02/28/2024	
FISCAL IMPACT:		False	
BUDGETED:		False	
DOLLAR AMOUNT:		\$0.00	
ATTACHMENTS:			
<u>File Name</u>		Description	Туре
Fully_Executed_Contract_S	.T. Lovett Ass	sociates.pdf Original Contract	Backup Material
Partly_Executed_Renewal.pd	f	Renewal Letter	Backup Material



Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803 PHONE (979) 361-4290 FAX (979) 361-4293

March 3, 2024

S.T. Lovett & Associates 3600 Lovett Lane College Station, TX

Re: Renewal of Contract #24-100R for Appraisal Services for Brazos County.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Appraisal Services, previously known as 23-092R and 22-100.*

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from May 1, 2024 to April 30, 2025.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to pnelson@brazoscountytx.gov or fax to (979) 361-4293. Please then submit the original signed documents and an updated Certificate of Insurance by mail to the address listed above. **Please return acceptance as soon as possible.** If you have any questions, I may be reached at (979) 361-4291.

Contact Name: Steven TREAT LOVETT Title: OWNER

E-Mail: SteveLoverreVERIZON. NETTelephone: 979-220-2104

S.T. LOVETT & ASSOCIATES

Authorized Signature

BRAZOS-COUNT

Duane Peters, County Judge

02/28/2024

Date

3/12/2024

Date

CONTRACT # 22-100 AGREEMENT BETWEEN COUNTY AND APPRAISER

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

THIS AGREEMENT is between the Brazos COUNTY, Texas, ("the COUNTY") and S.T. Lovett & Associates (the "APPRAISER"), whereby the APPRAISER agrees to provide the COUNTY with certain professional services as described herein and the COUNTY agrees to pay the APPRAISER for those services. The term of this contract shall be one (1) year starting May 17, 2022 through April 30, 2023 with the option to renew three (3) additional one (1) year periods.

Between the COUNTY:	BRAZOS COUNTY, TEXAS c/o Brazos County Commissioners' Court Attention: County Judge 200 South Texas Ave., Ste. 332 Bryan, Texas 77803
and the APPRAISER:	S.T. Lovett & Associates 3600 Lovett Lane College Station, TX 77845
for the following PROJECT :	Appraise property as requested by the COUNTY on a needed basis.

The COUNTY and APPRAISER agree as set forth below.

ARTICLE I APPRAISER'S RESPONSIBILITY

1.1 APPRAISER'S SERVICE

1.1.1 The APPRAISER'S services consist of those services performed by the APPRAISER, APPRAISER'S employees and the APPRAISER'S consultants as enumerated in Articles 2 and 3 of this Agreement.

1.1.2 The APPRAISER'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The APPRAISER shall submit for the COUNTY'S approval a schedule for the performance of the APPRAISER'S services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the COUNTY'S review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the COUNTY shall not, except for reasonable cause, be exceeded by the APPRAISER or the COUNTY.

as

ARTICLE II SCOPE OF APPRAISER'S BASIC SERVICES

2.1 In consideration of the unit price compensation stated in paragraph 7.1, the APPRAISER agrees to provide the COUNTY with the professional services as described in RFQ # 22-100 and the APPRAISER'S response to RFQ # 22-100 (Exhibit A), which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: APPRAISER Services.

ARTICLE III COUNTY'S RESPONSIBILITY

3.1 The COUNTY shall provide full information regarding requirements for the Project.

3.2 The COUNTY shall designate a representative authorized to act on the COUNTY'S behalf with respect to the Project. The COUNTY, or such authorized representative, shall render decisions in a timely manner pertaining to documents submitted by the APPRAISER in order to avoid unreasonable delay in the orderly and sequential progress of the APPRAISER'S service.

3.3 The COUNTY shall give prompt written notice to the APPRAISER if the COUNTY becomes aware of any fault or defect in the Project or non-conformance with the contract documents. Any delay by the COUNTY in providing said notice shall not constitute a waiver, a bar or act to estop the COUNTY from exercising any of its rights under this contract.

3.4 The COUNTY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the APPRAISER, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the APPRAISER.

3.5 The proposed language of certificates or certifications requested of the APPRAISER or the APPRAISER'S consultants shall be submitted to the APPRAISER for review and approval at least 14 days prior to execution. The COUNTY shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE IV

USE OF APPRAISER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

4.1 The COUNTY shall be the absolute and unqualified owner of documents prepared pursuant to this Agreement by the APPRAISER with the same force and effect as if the COUNTY prepared same.

4.2 The APPRAISER may retain one set of reproducible copies of the documents and these copies shall be for the APPRAISER'S sole use in preparation of studies or reports for the COUNTY. The APPRAISER is expressly prohibited from selling, licensing, or otherwise marketing or donating these documents, or using the documents in preparation of other work for any other client, without the prior express written permission of the COUNTY.

4.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with a Project is not to be construed as publication in derogation of the APPRAISER'S reserved rights.

ARTICLE V TERMINATION, SUSPENSION OR ABANDONMENT

5.1 This Agreement may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the COUNTY suspends a Project for more than thirty (30) consecutive days, the APPRAISER shall be compensated for services performed prior to notice of such suspension.

5.3 In the event of termination that is not the fault of the APPRAISER; the APPRAISER shall be compensated for services performed prior to termination, together with Reimbursable Expenses, if any, then due.

5.4 APPRAISER acknowledges that COUNTY is the client and all privity of contract exists between APPRAISER and COUNTY, and no third parties.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the COUNTY. Venue for any dispute or disagreement regarding the terms of this Agreement shall be in Brazos County, Texas.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

6.3 The COUNTY and the APPRAISER, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representative of such other party with respect to all covenants of this Agreement. Neither the COUNTY nor the APPRAISER shall assign this Agreement without the express written consent of the other party.

6.4 This Agreement represents the entire integrated agreement between the COUNTY and the APPRAISER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the COUNTY and the APPRAISER.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the COUNTY or the APPRAISER.

6.6 COMPLIANCE AND STANDARDS. The APPRAISER agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the APPRAISER'S performance.

6.7 INDEMNIFICATION: APPRAISER shall save and hold harmless the COUNTY from and against any and all claims and liability due to activities of the APPRAISER, its agents or employees, performed under this Agreement and which result from any negligent act, error, or omission of the APPRAISER, or of any person employed by the APPRAISER. The APPRAISER shall also save harmless the COUNTY from and against any and all expenses, including attorney's fees which might be incurred by the COUNTY in litigation, or otherwise, resisting said claims or liabilities which might be imposed on the COUNTY as the result of such activities by the APPRAISER, its agents or employees.

6.8 SEVERABILITY: In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

ARTICLE VII PAYMENTS TO THE APPRAISER

7.1 APPRAISER SHALL INVOICE FOR ALL SERVICES, COSTS AND FEES ASSOCIATED WITH THE PROJECT.

7.1 In consideration of the APPRAISING Services in compliance with all terms and conditions of this contract, the COUNTY shall pay the APPRAISER according to the terms set forth in Exhibit "B" (Appraisal Fee Schedule). Except in the event of a duly authorized change order, approved by the COUNTY as provided in this Contract, the cost of APPRAISING Services provided under this contract may not exceed the unit prices provided in Exhibit "B".

ARTICLE VIII OTHER CONDITIONS OR SERVICES

8.1 INSURANCE

8.1.1 The APPRAISER shall file with the COUNTY a Certificate of Errors and Omissions Insurance having minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and annual One Million and No/100 Dollars (\$1,000,000.00) aggregate. Such Certificate shall bear the endorsement "Not to be canceled without thirty (30) days prior notice to BRAZOS COUNTY, TEXAS." The APPRAISER shall maintain the Errors and Omissions Insurance at all times this Agreement is in effect and for a period of five (5) years after completion of the Project. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

8.1.2 The APPRAISER shall also provide Worker's Compensation, automobile and comprehensive general liability policies. The APPRAISER shall deliver the insurance certificates to the COUNTY. The coverage provided herein shall contain an endorsement providing thirty (30) days notice to the COUNTY prior to any cancellation of coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY. If the APPRAISER has canceled or allowed to lapse any of these insurance policies, then the COUNTY may pay for such insurance and may hold the amount of

such payment out of the APPRAISER's fees or be otherwise reimbursed. Failure to maintain the required insurance shall be deemed to be a material breach of this Agreement.

8.2 PERIODS OF SERVICE

8.2.1 The APPRAISER shall begin work immediately upon receipt of the Purchase Order. The project will proceed according to the schedule shown the Scope of Work and Pricing Proposal. The schedule makes certain assumptions regarding review processes and other activities that are beyond the control of the APPRAISER.

8.2.2 Working days shall be defined as standard workdays between Monday and Friday, exclusive of holidays.

8.2.3 This schedule assumes an orderly progression of the APPRAISER'S services. Delays beyond the control of the APPRAISER may be cause for extension of this period of service, in which case the APPRAISER shall submit in writing to the COUNTY its request for such extensions a minimum of thirty (30) calendar days prior to the end of the affected service period.

8.2.4 If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time or performance of the APPRAISER'S services shall be adjusted equitably.

This Agreement entered into as of the day and year first written above.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in force and effect.

BRAZOS COUNTY, TEXAS

APPRAISAL FIRM Steve Lovett, Principal

Duane Peters, County Judge

Acting by and through the authority of the Brazos County Commissioners Court

Attest:

McLucen

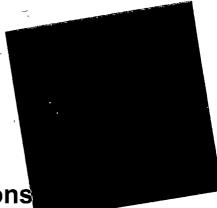
County Clerk

Approved as to Form:

Assistant County Attorney

Agreement Between County and APPRAISER

Page 5 of 5



Request for Qualifications



RFQ No. 22-100 Appraisal Services

Prepared For:

Brazos County

Purchasing Department 200 S. Texas Avenue, Suite 352 Bryan, Texas 77803

Prepared By:

Steven Trent Lovett State Certified General Real Estate Appraiser TX-1322517-G

as of

March 29th, 2022 2:00 pm CST

3600 Lovett Lane, College Station, Texas 77845 • Tele: 979.774.8943 • Fax: 979.774.7133 • Email: stevelovett@verizon.net

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Section Six:

Conflicts of Interest



REQUEST FOR QUALIFICATIONS

RFQ NO. 22-100 Appraisal Services

SEALED STATEMENTS OF QUALFICIATION TO BE SUBMITTED BEFORE:

Tuesday, March 29, 2022, 2:00pm CST

TO THE: BRAZOS COUNTY PURCHASING DEPARTMENT 200 S. Texas Ave. Suite 352 Bryan, TX 77803 Phone: (979) 361-4290 Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the Request for Qualifications (RFQ). Any such contact will be grounds for rejection of the respondent's proposal.

In compliance with this solicitation, the undersigned respondent having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFQ for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name:	S. T. Lovett & As	sociates	
By (Print):	ven Trent Lovett	Title: Owner	<u> </u>
Physical Address:	3600 Lovett Lane,	College Station,	TX 77845
Mailing Address:	Same As Above		
Telephone: 979-	220-2104 Fax: 979-7	774-7133 E-Mail:	stevelovett@verizon.net

Appraisal Services Request for Qualifications # 22-100

BRAZOS COUNTY PURCHASING OFFICE

Brazos County Administration Building 200 South Texas Ave., Ste. 352 Bryan, Texas 77803 Telephone (979) 361-4292

RFQ No.22-100 Page 2 of 23 pages

Statements of Qualifications (SOQ) will be received, publicly opened, and acknowledged at <u>2:00</u> <u>P.M., Tuesday, March 29, 2022</u> in the Brazos County Purchasing Department, Suite 352, Brazos County Administration Building, 200 South Texas Ave., Bryan, Texas.

Release of RFQ	Friday, March 4, 2022
Advertisement Dates	Friday, March 4, 2022
	Friday, March 11, 2022
Deadline for Questions	Tuesday, March 22, 2022 at 5:00 PM CST
Proposal Submission Deadline	Tuesday, March 29, 2022 at 2:00 PM CST
Review/Contract Evaluations/Negotiations	April
Anticipated Award	April
Anticipated Construction Start	April

A. <u>INTRODUCTION</u>

Brazos County is soliciting statements of qualifications from qualified firms to provide Real Estate Appraisal Services for a variety of properties. Appraisals are required for the purpose of determining fair market values associated with land purchases, for the sale of County owned real property, for temporary or permanent easement acquisition for the construction of improvements, and for the right-of-way for road construction. To qualify for selection, respondents must be Sate Certified General Real Estate Appraisers certified by the Texas Appraiser Licensing and Certification Board.

Brazos County requests Statements of Qualifications in accordance with the instructions in this document, for appraisal services. Proposals allow the County to negotiate with each firm after review of qualifications and proposals; therefore, proposals must be good for a period of not less than 120 days. It is understood that Brazos County Commissioner's Court reserves the right to arrive at such determination by whatever means deemed appropriate and shall be the sole judge in the matter.

B. PROCUREMENT DELIVERY

Brazos County will follow the Texas Local Government Code, Chapter 2254 for this RFQ process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and this committee will evaluate each proposal according to the criteria set forth in this RFQ.

C. <u>CONDITIONS OF RFQ</u>

The following instructions apply to all Requests for Qualifications (RFQ) and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Department, unless otherwise specified elsewhere in this RFQ. All Contractors are required to be informed of these Terms and Conditions and will be held responsible for having done so:

- 1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. BRAZOS COUNTY Same as County.
 - b. **COMMISSIONERS' COURT** The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** The successful Contractor(s) of this proposal request.
 - e. **COUNTY** The government of Brazos County, Texas and its authorized representatives.
 - f. **SUB-CONTRACTOR** Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
 - g. SUPPLIER Same as Contractor
- 2. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Brazos County and the successful Contractor for the period designated.

3. <u>Proposals must be received by the Purchasing Department prior to the time and date</u> <u>specified.</u>

- 4. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
- 5. Brazos County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.
- 6. Brazos County reserves the right to reject any proposals that do not fully respond to each specified item.
- 7. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
- 8. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.

- 9. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
- 10. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.
- 11. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
- 12. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Commissioner's Court.
- 13. Proposals will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
- 14. All proposals shall be submitted in accordance with the instructions contained herein. Brazos County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the resopondent/contractor to verify the accuracy of information received from sources other than Brazos County. It is recommended that the vendor check the Brazos Valley e-Marketplace (https://brazosbid.ionwave.net) for addenda prior to submitting their proposal.
- 15. There is no expressed or implied obligation for Brazos County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
- 16. Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Contractor must include Employer Identification Number or Social Security Number and signature for the proposal to be valid
- 17. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
- 18. It is our policy not to furnish proposal results over the phone. Proposal results and tabulation sheets will be posted on Brazos County website after it is awarded by Commissioners Court.
- 19. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County contained in this RFQ or the plans for this RFQ shall. supersede those of the vendor in the event of a conflict.

- 20. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 21. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Brazos County.
- 22. Contractors with questions regarding the proposal should submit them in writing via the Brazos Valley e-Marketplace at <u>https://brazosbid.ionwave.net</u>.
- 23. Fill out the proposal completely, identify the proposal name and number on the outside and return it to the Brazos County Purchasing Department, Administration Building, 200 South Texas Ave., Suite 352, Bryan, Texas 77803 prior to the submission deadline. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised, or prior extension issued by the County.
- 24. All proposals shall be prepared on the bid forms located on the Brazos Valley e-Marketplace County web site <u>https://brazosbid.ionwave.net</u>. The proposer must put the proposal number and name on the front of the envelope before mailing it to the Purchasing Department.
- 25. During the evaluation process, Brazos County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
- 26. Your response to this proposal should be clear and concise addressing all requirements listed above and any other factors not specifically mentioned which would be advantageous to Brazos County.
- 27. At the public opening, there will be no disclosure of contents and Statements of Qualification and any pricing proposals will be kept secret during the negotiation process.
- 28. Brazos County is exempt from Federal Excise, State Sales, and Transportation taxes. Tax exemption certificates will be executed by the Purchasing Agent upon request.
- 29. Payment terms are no later than thirty (30) calendar days after the receipt of the invoice by the Brazos County Auditor's office. Payments will be made after approval at a regularly scheduled meeting of the Brazos County Commissioners' Court.
- 30. The successful firm will be selected based on demonstrated competence and qualifications; and contract negotiations will begin with the most highly qualified firm as determined by the County. If a satisfactory contract cannot be negotiated with the most highly qualified firm, as set out herein; the County shall formally end negotiations with such firm and shall negotiate with the next most qualified firm. The County shall negotiate with such firm to reach a fair and reasonable price. This process will continue until a successful agreement can be reached by both parties.

- 31. The successful offeror agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
- 32. By submitting a response to this solicitation, the Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, for renewals, amendments, or extensions to the Contract.
- 33. Performance Standards:
 - a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
 - b. The personnel performing the services contracted herein shall be under the sole responsibility and the employ of the Contractor.
 - c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
 - d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
 - e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
 - f. The Contractor shall be responsible for initiating, maintaining, and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done.
 - g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

D. <u>TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC</u> <u>INFORMATION ACT</u>

- 1. Brazos County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Brazos County, Texas in response to this RFQ are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted and provide specific and detailed justification for its claim of confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.
- 2. Brazos County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
- 3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.

4. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or respondent agrees that the contract can be terminated if the contractor or respondent knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

E. <u>CONFLICT OF INTEREST</u>

- 1. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Brazos County.
- 2. By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
- 3. With the exception of interviews and other contacts initiated by Brazos County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regard to this RFQ from the issuing date of the RFQ until the date the Brazos County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the contractor's proposal.
- 4. Awarded Contractor shall comply with the requirements of Local Government Code 176.

F. ADDENDA AND MODIFICATIONS

- 1. Any changes, additions or clarifications to the RFQ will be made by numbered addenda and must be acknowledged in the Proposal.
- 2. Any firm in doubt as to the meaning of any part of these requirements may request an interpretation thereof from the Purchasing Agent. At the request of the Proposer, or in the event the Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be posted on the Brazos Valley e-Marketplace and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Purchasing Department no later than the question deadline.
- 3. All addenda, amendments and interpretations of this solicitation shall be in writing. Brazos County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFQ should be used in preparing Proposal responses.
- 4. The County does not assume responsibility for receipt of any addendum sent to Proposers.

5. All addenda must be acknowledged on this form.

G. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 1. Each Respondent shall carefully examine all RFQ documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
- 2. Before submitting a Proposal, each Respondent shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFQ. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFQ.
- 3. With the exception of interviews and other contracts initiated by Brazos County relevant to the selection process, applicants, their employees, or representatives, are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, in regards to this RFQ from the issuing date of the RFQ until the date the Brazos County Commissioner's Court meets to consider award of the Contract. Any such contact will be grounds for rejection of the Respondent's Proposal.

H. TAXES

Brazos County is tax exempt. Tax exemption certificates will be executed by the County upon request.

I. INSURANCE

1. PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Before commencing work, the successful firm shall be required, at their own expense, to furnish Brazos County with evidence showing insurance coverage, meeting the minimum levels set forth below, to be in force throughout the term of the contract:

The following listed Insurance Requirements are considered the "minimum" for any Contractor/Professional Service Provider to work on behalf of Brazos County

- a.Commercial General Liability
 - General Liability with a minimum limit of \$1,000,000 per occur
- b.Automobile Liability
 - Owned/Non-Owned and Hired \$1,000,000
- c. Workers Compensation Coverage
- Statutory & Employers Liability with Waiver of Subrogation \$1,000,000
- d.Professional Liability (E & O) with a minimum limit of \$1,000,000

Additional Requirements:

- i. Additional Insured: The General Insurance Programs will be endorsed to add the following as Additional Insured: Brazos County (ISO Policy Endorsements CG 20 10 or equivalent).
- ii. Additional Insured: The Auto Liability Insurance Program will be endorsed to add the following as Additional Insured: Brazos County.

- iii. Waiver of Subrogation: All Insurance Programs including Professional will be endorsed to provide a Waiver of Subrogation in favor of Brazos County.
- iv. Subcontractor's General Liability and Auto Liability Insurance Programs will be endorsed as "Primary" to that of the General Contractor and Brazos County.
- v. Subcontractor will be responsible for the "Same" Insurance Compliance of other Contractors/Professional Service Providers hired by the General Contractor.
- vi. All Insurance Programs are to be endorsed to provide a thirty (30) day Notice of Cancellation to the Certificate Holder.
- vii. An "Original Certificate" of Insurance will evidence compliance with the Insurance Requirements.
- viii. Insurance Carrier's AM Best's Rated A-7 or better and licensed to do business in the State of Texas.

Before commencing work, the successful firm shall be required at their own expense, to furnish Brazos County with evidence showing insurance coverage, meeting the minimum levels set forth below, to be in force throughout the term of the contract:

Please state the limits of each policy you have in effect:

- a. Professional Liability (E & O) with a minimum limit of \$1,000,000.
- b. General Liability with a minimum limit of \$1,000,000 per occurrence. General aggregate limit shall apply per project.
- c. Auto Liability with a combined limit of \$1,000,000.
- d. Statutory Worker's Compensation with Waiver of Subrogation.

All insurance shall be occurrence form only. The proof of insurance shall be made on an Accord 25 form and the form shall have an original signature of an authorized representative, not the agent. Description of operations shall include the name of the project.

Brazos County is to be named as *additional insured* on Comprehensive Coverage.

The Firm agrees to indemnify, defend, and hold harmless the County; it's employees, and agents, from and against any loss damage.

Each insurance policy to be furnished by the successful party shall include by endorsement to the policy, a statement that a notice shall be given to Brazos County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for

subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County *before* work commences.

Standard Insurance Policies Required:

- 2. Commercial General Liability Policy
- 3. Automobile Liability Policy
- 4. Worker's Compensation Policy

General Requirements applicable to all policies:

- a.Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
- e. All insurance policies shall be furnished to Brazos County upon request.

2. <u>COMMERCIAL GENERAL LIABILITY</u>

- a.General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b.Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c.No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d.Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.
- e.Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

3. AUTOMOBILE LIABILITY

- a.General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b.Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

4. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the

employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

a.Employer's Liability limits of \$500,000.00 for each accident is required.

b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

- a. Definitions:
 - i. <u>Certificate of coverage ("certificate")</u> A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement)TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - ii. <u>Duration of the project</u> includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - iii. <u>Persons providing services on the project ("subcontractors" in section 406.096</u> <u>{of the Texas Labor Code}) -</u> includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- d. It the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

- e. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - i. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - ii. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- g. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 - ii. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - iii. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - iv. obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - v. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - vi. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- vii. contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 5. <u>CERTIFICATES OF INSURANCE</u> certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:
 - a. The company is licensed and admitted to do business in the State of Texas.
 - b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
 - c. All endorsements and insurance coverage according to requirements and instructions contained herein.
 - d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
 - e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

J. <u>COMPLIANCE WITH LAW</u>

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

K. <u>INDEMNITY</u>

The Contractor shall indemnify the County only to the extent of the liability that was caused by the Contractor. To the fullest extent by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suites, and liability, of every kind including all

expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damages to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided and only to the extent that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Contractor.

L. PROPOSAL SUBMITTAL

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Respondents must submit one (1) original and five (5) copies of the RFQ response, written clearly and legibly, and must be submitted in a sealed envelope plainly marked on the outside "Request for Qualifications # 22-100", Proposals shall be formatted consistent with the specific sections listed and numbered paragraphs and must respond to each requirement on an individual basis. Failure to address any item shall be interpreted as non-responsive. All pages of the respondent's proposal must be numbered and follow the format listed below:

- 1. Required Forms and Documents: This section shall be the first section of your response and must be the forms exactly as they are presented in the RFQ document and in the exact order stated below. Do not add items such as headers or footers to these forms. Do not remake these forms into your own format. Proposals must be organized and contain the information and content as shown below. Each section should be separated by numbered tabs.
 - a. Certification of Proposals to include full Request for Proposal An authorized representative of the Respondent must sign each RFQ response.
 - b. Respondent Contact Form should include name(s) and complete contact information of the person(s) authorized to negotiate with the County.
 - c. Any Addendums with signature (if applicable)
 - d. The whole RFQ document, completed. Any fields incomplete can result as non-responsive.
 - e. Deficiencies and Deviations Form
 - f. Any other standard Contracts or agreements that would be required for required services.
- 2. Introductory Letter, to include name of the firm and contact information for the primary contact for the firm.
- 3. Company biography and other information: provide a brief company history including date founded, number of employees, company headquarters location and operating locations, and past projects and accomplishments. Provide evidence of proper licensing and registration, professional and regulatory, including copies of up to date licenses issued by the State of Texas. Respondent may also provide any other general information that the proposer believes is appropriate to assist the County in its evaluation.
- 4. Experience, Past Performance, and Capacity. Proposers must submit under this tab a concise description of its experience, past performance, and capacity to deliver the proposed services:
 - a. Firm's experience in conducting real estate appraisals for a government agency of this or greater size or equivalent private entity. Methods and resources utilized to conduct each type of appraisal. Proposer's demonstrated knowledge of local real

estate markets (breadth of work history in agricultural, commercial, residential, industrial, and mixed-use properties).

- b. Appraisal experience of staff. Include resumes of all staff members who are proposed for this contract, to include professional, and technical experience. Evidence of commitment to excellence in workmanship and professionalism as evidenced by awards and certifications. Proficiency and experience in the Brazos County, Bryan, and College Station market is preferred.
- c. Familiarity with engineering and architectural plans and drawings.
- d. Familiarity with appraisal form requirements set by U.S. Corps of Engineers and Texas Department of Transportation (TxDOT).
- e. Ability to deal with controversial projects and unfriendly property owners.
- f. Court/Expert testimony experience for condemnation or other litigation.
- g. Reference Data Sheet(s). The proposer shall submit four (4) or more former governmental and/or commercial clients for whom the proposer has performed similar or like services to those being offered herein.
- h. Proposer Data Sheet
- 5. Litigation/Ethics
 - a. Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the proposer, including its parent, sister, or subsidiary companies, and proposed sub-contractors.
 - b. Provide detail of any ethics violations or board actions within the past five (5) years against the proposer, including its parent, sister, or subsidiary companies, and proposed sub-contractors.
- 6. Potential conflict of interest with other clients, if any.

M. <u>SCOPE OF SERVICES</u>

Brazos County is seeking a qualified firm to provide appraisal services on an "as needed" basis. Appraisals shall be performed primarily for right-of-way acquisition but may also include the appraisal of other real property for various County uses.

- 1. The County, through the course of routine construction activities frequently needs to acquire additional right-of-way for roadway improvements. In addition, easements, both temporary and permanent, will need to be acquired on private property. The properties requiring appraisal services are agricultural, residential, and commercial. Individuals who are requested to provide services under this RFQ would be required to develop the fair market value associated with land and/or easement acquisition.
- 2. As the County continues to grow, there will also be the need to construct new facilities and occasionally sell real property no longer deemed suitable for the benefit of the County. The County will require an appraisal of the fair market value or highest and best use of its property in order to facilitate the appropriate means of disposal.
- 3. There is no representation as to the number of appraisals to be performed during any given time period. These tasks will be assigned on an "as-needed" basis.

- 4. The firm selected as a result of the RFQ will be asked to provide a price for specific appraisal services at specific location(s) as services are required by the County. The request for service will specify the work to be done and the scheduled completion date of the work. The response to a request for service shall include:
 - a. Detailed description of work to be performed

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- b. Estimate of work hours and associated cost to accomplish the specified work
- c. Not to exceed total cost to accomplish the specified work
- d. Duration of work from start to completion or only a completion date
- 5. The firm will be issued a Purchase Order by the County. Services shall only be provided upon receipt of a Purchase Order from the County.
- 6. Contractor shall designate a single point of contact within the Contractor's organization to which the County can look for timely resolutions of any issues which may arise related to Contractor's work in performance assigned projects.
- 7. Consultants shall generally be on an aggressive schedule to produce documents after project assignment. Time is of the essence for performance, as projects may be funded through various sources with specified timeframes for submission of documents.
- 8. Contractor shall accept no assigned projects in which, either principals and/or employees of the Contractor, as well as family of principals and/or employees, directly or indirectly, have a financial or personal interest in or to any tract, piece or parcel of land included within the limits of a particular parcel or project requiring appraisal services.
- 9. Contractor shall accept assigned project from the County, regardless of size or value of property concerned and provide expeditious service to meet County requirements and timelines.
- 10. Contractor shall be able to provide both electronic and hardcopy documents, files, and reports of all appraisal activity and forms.
- 11. Contractor shall provide bilingual services as may be required by the County on any assigned project.
- 12. Appraisal services must comply with all provisions of the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as all provisions of local, state, and federal applicable laws, ordinances, and regulations.
- 13. Respondents must be State Certified General Real Estate Appraisers certified by the Texas Appraiser Licensing and Certification Board and maintain this certification throughout the term of this contract and any renewals or extensions.

N. EVALUATION AND AWARD

As the basis of award, the County intends to utilize the determination of "best qualified to provide the required services." There is no guarantee expressed or implied that they County will provide work to all or any of the Respondents that submit a response to this RFQ. The selection

of the firm to provide professional services in connection with this project shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. A professional service agreement will be entered into with the most qualified responsible individual or firm who complies with the prescribed requirements. No service contract will be awarded until all necessary investigations have been completed regarding the responsibility and qualifications of the firm or individual. Requests for Qualifications will be reviewed and evaluated by a committee and ranged based on the following considerations:

Experience of Firm's Personnel	30%
Capacity to Perform	20%
Personnel Qualifications	25%
Governmental Experience	25%

In the event that the County requires additional information or clarification, interviews may be conducted with selected individuals or firms. County staff will make a recommendation to the Commissioners Court for the final selection and award.

- 1. Brazos County, at its sole discretion, reserves the right to reject any or all Proposals, reject any particular item on a Proposal, and/or waive immaterial formalities and to accept the offer most advantageous to the County.
- 2. All Qualification Statements are evaluated for compliance with the RFQ. Failure to comply with the listed Conditions of Proposals may result in disqualification of the Proposal.
- 3. Any contract made, or purchase order issued, as a result of this RFQ shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and local laws, regulations, and executive orders to the extent that the same may be applicable. Respondent further understands and agrees that venue shall be in Brazos County, Texas.

O. <u>REFERENCES</u>

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names**, **phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: _	See	attached	Page	33	for	complete	list	of	references
Contact:		· · · · · · · · · · · · · · · · · · ·		<u> </u>				-	
Phone:									
Email:				****					

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Company/Entity:	 	· · · · · · · · · · · · · · · · · · ·	
Contact:	 		
Phone:			
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Contact.			
Phone:			
Email:	· • · ·		
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P. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

This Section must be completed. Failure to complete this section will disqualify the bid.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

- a. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
- b. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
- c. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
- d. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
- e. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
- f. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Q. <u>Please list all the names of the individuals that have ownership, officers, managers, and</u> board of directors that you have associated with your entity below.

Name	Title (Owner, Officer, Director, Manager, Etc.)
Steven Trent Lovett	Owner
· · · · · · · · · · · · · · · · · · ·	

R. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Respondent indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: <u>S.</u> T	. Lovett & Associates
Address: 3600	0 Lovett Lane, College Station, TX 77845
Proposer's Name:	Steven Trent Lovett
Position/Title:	Owner
Proposer's Signature	Attem Jak Truth
Date: 3/28/2	22
Subscribed and sworn to	o me on this <u>284</u> day of <i>Masch</i> in the year <u>2027</u>
Notary Public	
My Commission expire	s 12-11-2022
	DIANE WALES My Notary ID # 3078635 Expires December 11, 2025

S. ADDENDA

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The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No	No	No
Date	Date	Date

T. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By: The Title: Owner
Typed Name: Steven Trent Lovett
Company Name: S. T. Lovett & Associates
Mailing Address: 3600 Lovett Lane, College Station, TX 77845
P.O. Box or Street City State Zip
Employer Identification Number: 30-0202211
CORPORATE SEAL IF SUBMITTED BY A CORPORATION END OF RFQ NO. 22-100 By signing below, Brazos County agrees that this RFQ 22-100 will be awarded to the
Contractor whose name appears above and both parties agree to the terms and conditions contained herein.
By: Brazos County Commissioner's Court
Date: MAY 17, 2022
Attest: Brazos County Clerk Karen McLucen

U. House Bill 89 & Debarment Verification

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company	Name:	s.	т.	Lovett	& Assoc	ciates		<u>.</u>			
Authorize	d Comp	any R	epres	entative:	Steven	Trent	Lovett			, 	
Address: _	3600	Lov	ett	Lane,	College	Statio	n, TX	77845			
Signature	\square	At	tom	Just	Int	2		_Date:_	03	zs/	22
Contract #	22-100) Appi	raisal	Services	l						
										22 I	°age

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- \boxtimes References (Section \hat{O})
- **X** V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section P)
- **Statement of Affirmation (Section R)**
- **K** All Addendums (if applicable)
- **Certification of Proposal (Section T)**
- ▲ House Bill 89 & Debarment Verification (Section U)



SECTION 2: Introductory Letter

March 25th, 2022

Brazos County Purchasing Department 200 S. Texas Avenue, Suite 352 Bryan, Texas 77803

Re: REQUEST FOR QUALIFICATIONS (RFQ No. 22-100)

To Whom It May Concern:

S. T. Lovett & Associates is pleased to provide this response to Brazos County's Request for Qualifications for Appraisal Services to be submitted on or before 2:00 pm CST Tuesday, March 29th, 2022.

As will be demonstrated throughout the body of this RFQ response, I have been a commercial real estate appraiser for the past 35+ years specializing in eminent domain appraisals for the acquisition of both fee and easement rights-of-way. My goal has always been to provide clients with high quality, cost effective appraisals that are independent, objective, impartial and unbiased; and, that are prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as provisions of local, state and federal applicable laws, ordinances and regulations.

I appreciate the opportunity to be of service to Brazos County.

Best Regards,

Steven Trent Lovett State Certified General Real Estate Appraiser Certificate No. TX-1322517-G

SECTION 3: Company Biography

S. T. Lovett & Associates is a sole proprietorship founded in 1994 to provide appraisal, consulting and right-of-way acquisition services to various public and private sector clients throughout the Brazos Valley. The company is headquartered at 3600 Lovett Lane, College Station, Texas 77845. All appraisal and appraisal consulting services are performed on an independent, objective, impartial and unbiased basis. Steven Trent Lovett is the founder, owner and currently its only employee. From time-to-time, additional employees are hired as work load requires. In all cases, Mr. Lovett serves as the project manager and would oversee any project assigned throughout the entire appraisal and/or consulting process.

Mr. Lovett has been active in the real estate industry throughout the Brazos Valley area since 1984. His professional expertise includes real property valuations, business valuations as part of



a "going concern" appraisals, feasibility analyses, highest & best use studies, market research, commercial real estate development, commercial sales and leasing, and commercial property management. Mr. Lovett holds the following degrees, certifications and licenses:

- Bachelor of Science, Agricultural Economics, Texas A&M University, 1982
- Master of Business Administration, Texas A&M University, 1984
- State Certified General Real Estate Appraiser TX-1322517-G
- Licensed Real Estate Broker #0349244 (Renewal pending MCE credits).

Real Estate Broker License	Certified General Real Estate Appraiser
Steven Trent Lovett Broker License #: 349244 3600 LOVETT LN License Expires: 02/28/2022 COLLEGE STATION, TX 77845	Appraiser: Steven Trent Lovett License #: TX 1322517 G License Expires: 02/29/2024
Having provided satisfactory evidence of the qualifications required by the Texas Real Estate License Act, Occupations Edde, Chapter, 1100, euthornation is granted to use this fuller. Real State Broker For additional information of to file a complaint please contact TREC at www.trec.texas.gov.	Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

SECTION 4: Experience, Past Performance and Capacity

- 4 a. <u>Experience</u>: Mr. Lovett has spent the past 35+ years practicing in the Brazos Valley Region and has developed expertise in highway, pipeline and power line right-ofway appraisals for various state and local governmental agencies having the power of eminent domain. Mr. Lovett's appraisal experience includes the following property types:
 - Residential: Single family residences, duplexes, apartment complexes and residential subdivisions;
 - Farm & Ranch: Livestock ranches, poultry farms, livestock auction barns, farm land and recreational tracts;
 - Commercial: Vacant land, commercial subdivisions, single and multi-tenant office buildings, retail centers, office/warehouses, convenience stores, free-standing retail buildings, banks and restaurants;
 - Special Use: Automobile dealerships, carpet mill; conservation, power line, pipeline, sanitary sewer and drainage easements.

<u>Past Performance</u>: A list of governmental clients as well as some of the multi-parcel projects in which Mr. Lovett has acted as a primary appraiser is listed below. In addition, Mr. Lovett has performed eminent domain appraisals for and has consulted with private property owners involved in right-of-way acquisition projects in which he had no conflict of interest.

Texas Department of Transportation (Bryan & Waco Districts)

- SH 30, Gibbons Creek Bridge replacement, Grimes County, Texas;
- FM 158 (WJ Bryan Pkwy) sidewalk & median project, Bryan, Texas;
- SH 249 (new highway route)@ SH 105, Grimes County, Texas;
- George Bush @ FM 2154 widening, Brazos County, Texas;
- IH-35 widening McLennan and Falls County, Texas;
- Texas Avenue widening Phase I & II, College Station, Texas;
- State Highway 6 South widening Phase I & II, South Brazos County, Texas;
- State Highway 40 (new highway route), College Station and Brazos County;
- SH 40 Conservation Easement for Navasota's Ladies Tres' Orchid mitigation;
- State Highway 6 North widening, Hearne to Marlin, Texas;
- State Highway 36 widening, Lyons to Caldwell, Texas;
- State Highway 36 widening, Cameron, Texas;
- State Highway 21 widening, Wixon Valley, Texas;

- San Jacinto (SH 21) widening, Bryan, Texas;
- FM 158 widening Phase I, Bryan, Texas;
- Villa Maria West Extension, Bryan, Texas;
- Numerous other parcels on various projects.

City of College Station

- Lincoln Avenue widening;
- Carters Creek WWTP diversion lift station & force main ROW easements;
- Rock Prairie Road West widening;
- Wellborn Road sidewalk project;
- Various individual parcels throughout College Station;
- Provided right-of-way negotiation and easement acquisition services for the FM 2818 water line project - approximately 30 parcels.

City of Bryan

- FM 158 widening (Public Utility Easements only), Bryan, Texas;
- Individual parcels throughout Bryan.

Brazos County Road & Bridge Department

- 4801 W SH 21; 10,790 SF office / warehouse, Brazos County;
- Greens Prairie Road (new highway route); College Station and Brazos County;
- Brazos County Expo Center & Condemnation;
- Tabor Road Pavilion;
- Numerous multi-parcel road widening projects throughout Brazos County;
- Numerous multi-parcel bridge expansion projects throughout Brazos County.

Bryan Texas Utilities

- Numerous single and multi-parcel high voltage electrical easement appraisals;
- Land Market Studies.

Brazos Central Appraisal District

• Numerous Market Value and Equal & Uniform appraisals for Ad Valorem tax suits;

Wickson Creek Special Utility District

• Individual water line easement appraisals;

Wellborn Water

- New water transmission line easements; Benchley to Jones Road interconnect;
- Individual water line easement appraisals;

Falls County Water Control Improvement District No. 1

• Multiple flood control easements, Falls County.

Other Areas of Expertise

- Real estate brokerage and leasing;
- Developer and general contractor for new commercial construction including over 140,000 SF of office/warehouse space;
- Residential and commercial construction budgets, site plans and building plans;
- Negotiating oil and gas leases, petroleum pipeline easements and surface waivers;
- Re-zoning and platting land;
- Obtaining variances in development ordinances;
- Resolving title encumbrances, legal and environmental issues;
- Obtaining financing for various types of real estate.

<u>Capacity & Methodology</u>: Mr. Lovett regularly employs all three appraisal methods - Cost Approach, Sales Comparison Approach and Income Approach, when applicable. His appraisals are prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the USPAP Competency Rule, as well as provisions of local, state and federal applicable laws, ordinances and regulations.

The Appraisal Plan to accomplish a "typical" road widening project consists of the following steps:

Narrative Plan / Scope of Work	
Task	Work Performed By
Pre-Appraisal Process	
Design / Engineer new roadway	BC / Engineer
Prepare deed and/or easement documents which will convey needed property rights to Brazos County	BC / Legal Department
Identify property ownership; Issue Title Commitments	BC / Title Company

If requested by client, review proposed engineering plans / conveyance document(s) to identify those parcels in which ROW acquisition may result in unnecessary damages. Consult with Engineer / Land Agent to offer suggestions to minimize, if possible, the adverse impact of the taking.	ST Lovett & Assoc
Prepare owner contact list information	BC / Land Agent
Prepare final Parcel Plats for each property	BC / Surveyor
Appraisal Process	
 Consult with BC Land Agent: Confirm what property rights will be acquired - i.e. fee, easement - temporary or permanent; subsurface, surface and aerial; one use or multiple uses, etc. 	ST Lovett & Assoc
 Confirm the scope of the project, what appraisal problem is to be solved, and how many appraisal reports will be needed for each parcel. 	
 Identify those parcels, if any, which may need to receive priority scheduling. 	
Prepare a written fee schedule per parcel and deliver to the BC Land Agent. Negotiate the fees and "not to exceed" amount for each parcel.	ST Lovett & Assoc
 Prepare individual appraisal files for each parcel to include: Survey Plat Title Commitment Tax Card(s) Source Deed (if sold within the past 5-years) Aerial Photograph Flood Plain map Zoning Map Owner Contact Information 	ST Lovett & Assoc
 Arrange files by property type / highest & best use Vacant land by HBU Improved by type (i.e. residential, commercial, industrial, etc.) 	ST Lovett & Assoc
Prepare / send Inspection letters or place phone call to property owners	ST Lovett & Assoc

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App	Appraisal Steps				
•	Inspect the subject property and the surrounding neighborhood; (<i>Note</i> : Sequence of inspections may be conducted by property type or as directed by the BC Land Agent)	ST Lovett & Assoc			
•	Gather appropriate site, neighborhood, and economic data;				
•	Determine the highest and best use of the subject site, as though vacant; and of the property as improved;				
•	Analyze the existing building and site improvements, if any, as to effective age, construction type, quality, condition, functional utility, and market acceptance;				
•	Determine based upon property type and highest and best use conclusion which valuation methods to utilize;				
•	Investigate, confirm, and inspect comparable land sales to estimate the value of the subject land as vacant;				
•	Estimate the reproduction cost new of the building and site improvements, if any, and deduct accrued depreciation from all causes to estimate the value of the Whole Property via the Cost Approach;				
•	Investigate, confirm, and inspect comparable improved sales to estimate the value of the Whole Property via the Sales Comparison Approach;				
•	Investigate and confirm relevant income and expense data, occupancy rates, and capitalization rates to estimate the value of the Whole Property via the Income Approach;				
•	Reconcile the value indications to develop a concluded final market value for the Whole Property;				
•	Estimate the value of the Part Acquired - both the Fee taking and/or Easement rights acquired;				
•	Estimate the value of the Remainder Before the acquisition;				
•	Estimate the curative costs, if any, required to restore functional				

3600 Lovett Lane, College Station, Texas 77845 • Tele: 979.774.8943 • Fax: 979.774.7133 • Email: stevelovett@verizon.net

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utility to the property;	
 Estimate the value of the Remainder After the acquisition; 	
 Reconcile the value of the Part Acquired plus any damages (or enhancements) and cost-to-cure to the remainder into a final estimate of total compensation. 	
Prepare original appraisal reports, two (2) per parcel (or number as directed by BC Land Agent)	ST Lovett & Assoc
Email electronic copy of appraisal and hand deliver bound copies of appraisals to BC Land Agent	ST Lovett & Assoc
General / Administrative	
Prepare invoices by parcel as completed	ST Lovett & Assoc

Under normal conditions, Mr. Lovett strives to complete each assignment within the parameters given by Brazos County's Land Agent. Most assignments comprising a small number of parcels will be completed within 30 to 60 calendar days. Larger assignments may take up to 90 calendar days. In all cases, Mr. Lovett will work with the Brazos County Land Agent to complete the assignments in the time frame requested.

- 4 b. S. T. Lovett & Associates currently has one employee, Jay Johnson, an Appraiser Trainee.
- 4 c. Mr. Lovett has extensive experience working with engineering and architectural plans both as an appraiser and as a real estate developer. Mr. Lovett has personally employed numerous local surveyors, civil engineers and architects to prepare boundary, topographic and subdivision surveys, geotechnical soil studies, asbestos surveys, handi-cap site assessments, subdivision plans, site plans and building plans.
- 4 d. Mr. Lovett has never been retained to prepare an appraisal for the U. S. Corps of Engineers, but is generally familiar with reporting requirements for Federal appraisals. Mr. Lovett has extensive experience in preparing appraisals for the Texas Department of Transportation (TxDOT) using Form ROW A-5, *Real Estate Appraisal Report* and has a good working knowledge of TxDOT's <u>ROW Appraisal and Review Manual</u>.
- 4 e. Having over 35 years of real estate appraisal and ROW negotiation experience, Mr. Lovett has had to deal with many controversial projects and unfriendly property owners. His policy is treat all parties involved with respect and compassion for their

respective points of view. When property owners find the appraiser to be committed to fairness, without bias, and independent, impartial and objective, they generally become less contentious and more receptive of the ROW acquisition process.

4 f. Mr. Lovett has extensive experience testifying as an expert witness before Special Commissioner Hearings (estimated to be in excess of 40 hearings), acting as a consultant in mediation hearings, and on two occasions testifying before a Judge in estate partitioning cases. In addition, he has testified in the following jury trials:

- Comcapp Bryan Willowind LLC vs. Brazos Central Appraisal District;
- College Station Commons vs. Brazos Central Appraisal District;
- State of Texas vs. Target Corp. (Brazos County Court at Law);
- State of Texas vs. Don Ballard, et al (Brazos County Court at Law);
- State of Texas vs. Meyers Land & Cattle (Brazos County Court at Law);
- State of Texas vs. Sam Ken, Inc. (Brazos County Court at Law);
- Hurani vs. John O'Quinn (Harris County Court)

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4 g. Reference Data

References

Reference One

Texas Department of Transportation Melissa Sevilla Project Manager 2591 North Earl Rudder Freeway Bryan, Texas 77803-5190 (979) 778-9607 melissa.sevilla@txdot.gov

Reference Three

City of College Station Ashley Dorsett Land Agent P.O. Box 9960 College Station, Texas 77842 (979) 774-5031 adorsett@cstx.gov

Reference Five

Bryan Texas Utilities Randy Trimble Executive Director, Energy Delivery P.O. Box 1000 Bryan, Texas 77805 (979) 229-3154 rtrimble@btutilities.com

Reference Seven

Rodgers, Miller & Rodriquez, P.C. Jon Miller Attorney At Law 4444 Carter Creek Parkway, Suite 208 Bryan, Texas 77805-4484 (979) 260-9911 miller@rodgersmiller.com

Reference Two

City of College Station Mark McAuliffe Land Agent P.O. Box 9960 College Station, Texas 77842 (979) 764-6272 mmcauliffe@cstx.gov

Reference Four

City of Bryan Mr. W. Paul Kaspar, P.E., CFM City Engineer P.O. Box 1000 Bryan, Texas 77805 (979) 209-5030 pkaspar@bryantx.gov

Reference Six

Brazos Central Appraisal District Dana Horton Chief Appraiser 1673 Briarcrest Drive, Suite #A-101 Bryan, Texas 77802-2749 (979) 774-4100 dhorton@brazoscad.org

<u>Reference Eight</u>

Bruchez, Goss, Thornton, Meronoff & Briers, P.C. Jay Goss Attorney At Law 4343 Carter Creek Parkway, Suite 100 Bryan, Texas 77802 (979) 268-4343 jgoss@bruchez.com

4 h. Proposer Data Sheet

Contact Form

Company Name:		S. T. Lovett & Associates	
Authorized Company	Representative for Negotiations:	Steven Trent Lovett	
Position / Title:		Owner	
Contract Phone #:		(979) 774-8943	
Contact Email:		stevelovett@verizon.net	
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SECTION 5: Litigation / Ethics

5 a. Current/Pending Litigation & Settled or Disposed Litigation

Mr. Lovett, nor his company or any affiliate companies, has not been sued for any reason during his entire 35+ year career as a real estate appraiser or real estate broker.

5 b. Ethics Violations or Board Actions

Mr. Lovett, nor his company or any affiliate companies, has not been accused of nor cited for any ethics violation during his entire 35+ year career as a real estate appraiser or real estate broker.

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SECTION 6: Potential Conflict of Interest with other Clients, if any

Mr. Lovett, nor his company or any affiliate companies, has any known conflicts of interest that would prevent him from providing appraisal services for Brazos County on an unbiased, independent, impartial and objective basis. Moreover, Mr. Lovett has not experienced past instances in which there were a conflict of interest between clients. In the event a conflict of interest arises, or is learned during the term of an appraisal contract, Mr. Lovett will immediately notify the appropriate Brazos County employees and remedy the situation by recusal, or any other manner mutually agreed upon.

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April 26th, 2022

Kaitlyn Battles Buyer III Brazos County 200 S. Texas Ave., Ste. 352 Bryan, TX 77803

Re: FEES FOR APPRAISAL SERVICES (RFQ No. 22-100)

Dear Kaitlyn:

Per your recent email request, I am pleased to provide you with my 2022 Fee Schedule. I have increased my hourly rate from \$175/hour (2018) to \$185/hour (2022). The average price paid for forty three (43) appraisals performed since 01/01/2020 was approximately \$2,900 per appraisal.

Under this years fee schedule, the new price would be \$3,065 per appraisal if the same or similar number of hours were incurred.

Brazos County Road & Bridge appraisals "typically" take between 15 and 18 hours to perform, but can vary significantly depending upon the number of parcels in a project, the uniformity of property type and size among parcels, and the type and quantity of improvements impacted, if any.

I appreciate the opportunity to be of service.

Best Regards,

Steven Trent Lovett State Certified General Real Estate Appraiser Certificate No. TX-1322517-G

Exhibit "A"

Professional Appraisal Services Fee Schedule

Effective January 1st, 2022

Category I: Appraisal, consulting and right-of-way acquisition services. Typical fees charged for appraisal reports specific to eminent domain proceedings by property type:

Property Type	Hours	Fee Range
Vacant Land		
tural Land (Whole): tural Land (Partial Taking): With Damages Without Damages	15 to 25	\$2,775 to \$4,625
	20 to 33 17 to 30	\$3,700 to \$6,100 \$3,150 to \$5,550
Farms / Ranches (Whole): Farms / Ranches (Partial Taking):	15 to 25	\$2,775 to \$4,625
With Damages Without Damages	20 to 33 17 to 30	\$3,700 to \$6,100 \$3,150 to \$5,550
Residential Lots (Whole): Residential Lots (Partial Taking):	15 to 25	\$2,775 to \$4,625
With Damages	20 to 33 17 to 30	\$3,700 to \$6,100 \$3,150 to \$5,550
Without Damages		
Commercial / Industrial Land (Whole): Commercial / Industrial Land (Partial Taking):	15 to 25	\$2,775 to \$4,625
With Damages Without Damages	20 to 33 17 to 30	\$3,700 to \$6,100 \$3,150 to \$5,550
Flood Plain Land (Whole):	15 to 25	\$2,775 to \$4,625
Improved Properties		
Large Commercial / Industrial (Whole): Large Commercial / Industrial (Partial Taking):	20 to 40	\$3,700 to \$7,400
With Damages	27 to 53 24 to 48	\$5,000 to \$9,800 \$4,450 to \$8,900
Without Damages		
Small Commercial / Industrial (Whole): Small Commercial / Industrial (Partial Taking):	15 to 30	\$2,775 to \$5,550
With Damages	20 to 40	\$3,700 to \$7,400 \$3,350 to \$6,650
Without Damages	18 to 36	\$3,330 to \$0,030
Single Family Residential (Whole): Single Family Residential (Partial Taking):	10 to 20	\$1,850 to \$3,700
With Damages	13 to 27	\$2,400 to \$5,000
Without Damages	12 to 24	\$2,200 to \$4,450

Category II:

Consultations, Depositions, Pretrial Preparation and Testimony. Billed at an hourly rate.

ClassificationRate per hourPrincipal Appraiser\$185.00Appraisal Assistant\$ 50.00



DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETIN	NG:	3/12/2024	
ITEM:		Approval of Renewal to #24-105R Extradition Servic US Corrections LLC.	es of Prisoners for Brazos County with
TO:		Commissioners Court	
FROM:		Summer Dubec	
DATE:		03/05/2024	
FISCAL IMPACT:		False	
BUDGETED:		False	
DOLLAR AMOUNT:		\$0.00	
ATTACHMENTS:			
File Name		Description	Туре
Fully_Executed_Contract_U		<u>LC.pdf</u> Original Contract	Backup Material
Partially Executed Renewal	Letter.pdf	Renewal	Backup Material



Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803 PHONE (979) 361-4290 FAX (979) 361-4293

February 28, 2024

US Corrections LLC PO Box 171078 Nashville, TN 37217

Re: Renewal of Contract #24-105R Extradition Services of Prisoners for Brazos County.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Extradition Services of Prisoners 24-105R*, previously known as 23-103R, 22-122R, 22-001R, and 21-091.

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from June 1, 2024 to May 31, 2025.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to sdubec@brazoscountytx.gov or fax to (979) 361-4293. Please then submit an updated Certificate of Insurance by email or mail to the address listed above. Please return acceptance as soon as possible. If you have any questions, I may be reached at (979) 361-4294.

Contact Name:	Title: President & General Counsel
E-Mail: tcheek@prisonertransport.net	Telephone: 615-352-9798 ext. 114
AAO I I	· · ·

2/29/2024

Date

3/12/2024

Date

Duane Peters, County Judge

Authorized Signature

BRAZOS COUNTY

EXTRADITION SERVICES OF PRISONERS SERVICE CONTRACT

BRAZOS COUNTY PURCHASING DEPT. 200 S. Texas Ave., Ste. 352 Bryan, Texas 77803 Telephone (979) 361-4294

Contract No. 21-091 Page 1 of 10 Pages

GENERAL REQUIREMENT FOR CONTRACT

I, <u>Joel Brasfield</u> as a duly authorized representative of <u>US Corrections LLC</u> "Vendor" willingly attest to perform (or deliver) as per Exhibit A, Job No. 20/0057 with Harris County and Exhibit B, Pricing Sheet, for Brazos County. I further agree to all of the provisions and specifications contained in this contract.

AUTHORIZATION

Authorization is given to Brazos County to use Job No. 20/0057 with Harris County for Extradition Services of Prisoners, under the authorization letter from U.S. Corrections, LLC and the inter-local agreement between Brazos County and Harris County.

ENTIRE CONTRACT

Harris County Job No. 20/0057, Exhibit A and Exhibit B Pricing Sheet is hereby incorporated into this contract. This contract may only be amended by written instrument approved and executed by the parties. Harris County contracts shall only be used by Brazos County to purchase goods and service to be used by Brazos County, and are not to be included in any cooperative purchasing association or use by another governmental entity through any agreement with Brazos County;

Vendor has the right to refuse Brazos County's request to use the Harris County's contract;

If Vendor agrees to contract with Brazos County using a Harris County contract, then all materials, goods or services purchased under the Agreement between Brazos County and the Vendor shall be in accordance with the current Harris County contract;

In the event that the contract was procured using a Request for Proposals or any other procurement process that allows for negotiation, Brazos County may negotiate pricing and terms that would apply to Brazos County only;

Brazos County shall have no authority whatsoever to change any terms, conditions, or pricing in any Harris County contract;

Vendor shall bill Brazos County directly for any and all materials, goods or services purchased by Brazos County;

Vendor shall look only to Brazos County for any and all compensation owed for purchases made by Brazos County under the Harris County contract; and

Vendor shall settle any and all disputes with Brazos County concerning any purchases made by Brazos County. Harris County shall not be a party to any dispute between Vendor and Brazos County, nor be responsible in any way for the acts or omissions of Brazos County.

TERM:

The term of this contract will be from date of approval in Commissioner's Court to May 31, 2021. With the option to renew with four (4) additional one (1) year renewal options per the Harris County Contract.

CONTRACT RENEWALS

Renewals may be made ONLY by written mutual agreement between Brazos County and the vendor pending renewal of the Master Contract, Job No. 20/0057 with Harris County.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Brazos County Commissioners Court. Should there be a change in ownership or management; the contract shall be terminated unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

CONTRACTORS RESPONSIBILITY

It is the contractor's sole responsibility to print and review all pages of the contract documents and attachments. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or

documents may be grounds for cancellation of contract. Contractor agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, pending award, renewal, amended or extended contract. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

CONTRACT OBLIGATION

Brazos County Commissioners Court must award the contract and Brazos County Judge, or other person authorized by Brazos County Commissioners Court must sign the contract before it becomes binding on Brazos County or the offerors. Department heads are NOT authorized to sign contracts for Brazos County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

QUANTITIES

Brazos County does not guarantee to purchase any minimum quantities or services other than those listed on a purchase order. Brazos County will not be responsible for any orders placed without a valid purchase order number.

HOLD HARMLESS AGREEMENT

Vendor, the successful offeror, shall indemnify and hold Brazos County harmless from all claims for personal injury, death and/or property damage resulting directly from Vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Vendor's liability as may arise directly or indirectly from work performed under terms of this contract. Certification of such coverage must be provided to Brazos County upon request.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

Brazos County reserves the right to add locations as additional locations may be required. Locations to be added may include, but not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that Brazos County makes significant structural changes to an existing facility that impacts the Vendor's cost in providing the services anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

INVOICES & PAYMENTS

Vendor shall not perform any services for Brazos County without a purchase order. Payments to vendors will not be made if the vendor cannot produce a Brazos County Purchase Order. Vendor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the Vendor. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the vendor in completion of the contract. This term supersedes any contradicting terms throughout the contract and/or any attachments. When multiple deliveries and/or services are required, the vendor may invoice following each delivery or performance of service and Brazos County will pay on invoice with in thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The vendor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the vendor should provide their Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated Exhibit A. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Vendor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

TAXES

Brazos County is exempt from all federal excise, state and local taxes unless otherwise stated in this contract. Brazos County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to Brazos County Purchasing Agent.

GOVERNING FORMS

In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between the terms, conditions, provisions, and

specifications of this contract and any other terms, conditions, provisions, and specifications provided by the Vendor; the terms of this contract shall supersede.

GOVERNING LAW AND VENUE

This service contract is governed by the laws of the State of Texas, specifically, the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

DISQUALIFICATION OF OFFEROR

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. Requests to withdraw a submitted bid or proposal are subject to the approval of the Purchasing Agent.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

Brazos County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Brazos County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Brazos County's satisfaction and/or to meet all other obligations and requirements. (Brazos County and/or the Vendor may terminate the contract without cause upon thirty) (30) days written notice.)

COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT

The County Detention Center as an operation of the Brazos County Office of Sheriff (BCOS) will comply with the Prison Rape Elimination Act (PREA). The Detention Center has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Detention Center will conduct a background investigation on all employees, volunteers, students or other contractors that may have contact with inmates. Background checks will be conducted as least every five (5) years. The BCOS shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. Any contractor or volunteer who engages in sexual abuse is prohibited from contact with inmates and shall be reported to law enforcement agencies and to relevant licensing bodies, unless the activity was clearly not criminal. The facility will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies. The County has an affirmative duty to disclose any misconduct in violation of the sexual abuse and sexual harassment policy. Material omissions regarding such misconduct, or the provision of materially false information are grounds for termination of this agreement.

FORCES MAJEURE

Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control or are inadvisable, commercially impracticable, or illegal including by not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license or certification), wars, insurrections, acts of terrorism, threats of terrorism, civil disorder, labor strikes or disruptions, epidemics, pandemics and/or any other cause that is beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Contractor reserves the right to refuse to move any Prisoner for any reason. Nothing in this agreement shall be construed to obligate Contractor to accept any move of behalf of the Department under this agreement.

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

VENDOR'S INSURANCE

The Vendor(s) before starting work for Brazos County, must furnish Brazos County a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies with an A.M. Best Rating of AA (such companies to be acceptable to Brazos County) licensed to write insurance in the state of Texas, showing that the Vendor is covered by the insurance as follows:

- (1) **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.
 - Each Occurrence: \$1,000,000
 - Personal Injury & Adv. Injury: \$1,000,000
 - Products/Completed Operation Aggregate: \$2,000,000
 - General Aggregate: \$2,000,000
- (2) Workers Compensation insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease Policy Limit: \$500,000
- (3) **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.
 - Combined Single Limit Each Accident: \$1,500,000 if operating vehicles with a seating capacity of 15 or less; or
 - Combined Single Limit Each Accident \$5,000,000 if operating vehicles over seating capacity of 15

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

- A waiver of subrogation in favor of Brazos County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.
- The vendor's insurance coverage shall name Brazos County as additional insured under the General Liability policy.
- All insurance policies shall be endorsed to require the insurer to immediately notify Brazos County of any decrease in the insurance coverage limits.
- All insurance policies shall be endorsed to the effect that Brazos County will receive at least thirty (30) day's notice prior to cancellation, non-renewal or termination of the policy.
- All copies of Certificates of Insurance shall reference the project/contract number.
- All insurance shall be purchased from an insurance company that meets the following requirements:
 - A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

• Sets forth the notice of cancellation or termination to Brazos County.

LIMITATIONS

The parties are aware that there are constitutional and statutory limitations on the authority of Brazos County to enter into certain terms and conditions of the contract, including, but not limited to, authorizations of the placement of liens on Brazos County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any contract terms and conditions related to the Limitations will not be binding on Brazos County except to the extent authorized by the laws and Constitution of the State of Texas.

COVERAGES/WAGES

Nothing in this contract shall be construed as making Brazos County responsible for the payment of compensation and/or any benefits for Vendor including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the Vendor's employees and/or equipment. Nothing in the contract shall be construed as making Brazos County responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the Vendor.

SOVEREIGN IMMUNITY

The parties understand that Brazos County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this contract and the performance of the covenants contained herein. Further, Brazos County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this contract. The parties understand and agree that Brazos County does not assume civil liability under any theory of law for the actions of the Vendor in providing services hereunder.

NOTICES

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

BRAZOS COUNTY: Brazos County, Texas Duane Peters, Brazos County Judge 200 South Texas Avenue, Suite 332 Bryan, Texas 77803

VENDOR:		
Contact Name:	Phone Number:	Billing Info:
Joel Brasfield	615-352-9798	517 Hickory Hills Blvd, Whites Creek, TN 37189

ASSIGNABILITY

This contract may not be assigned without the prior written permission of Brazos County.

FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.

WAIVERS

No waiver by either party hereto of any term or condition of this contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the Vendor shall be retained and made available by the Vendor for audit by Brazos County, it duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by Vendor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, Vendor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Vendor shall retain such records until the audit is concluded and all issues resolved. Vendor shall provide Brazos County with copies of such audits that be conducted with respect to the contract.

AUDIT RESPONSIBILTY

The Vendor shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this contract. The Vendor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Vendor recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

INDEMNIFICATION

The Vendor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Vendor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act of omission, the Worker Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Vendor under and by virtue of his contract as shall be considered necessary by Brazos County may be retained for the use of Brazos County, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished Brazos County. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure to indemnify, and hold harmless the County, its Officers, its Agents and its Employees from and against all claims and actions for bodily

Contract No. 21-091 Page 9 of 11 Pages

injury, death, or property damages caused by the fault of the Contractor, its Officers, its Agents, or its Employees. Contractor is obligated to indemnify only to the extent of the fault of the Contractor, its Officers, its Agents, or its Employees. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the County, its Officers, its Agents or its Employees.

HOUSE BILL 89 & DEBARMENT VERIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms that the company submitting this proposal, under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: US Corrections LLC

Authorized Company Representative: Joel Brasfield

Address: 517 Hickory His Blud	, Whites Creek, TN 37189	
Signature:	1	
Date: 12/8/2020	Contract #: 21-091	

Contract No. 21-091 Page 11 of 11 Pages

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CERTIFICATION OF CONTRACT

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The undersigned further affirms the non-debarment statement above, that they are duly authorized execute this contract.

Signed By: Aulyun	Title:	President &	General Counsel
Typed Name: Joel Brasfield			÷
Company Name: US Corrections LLC	Phone	No. <u>615-3</u>	52-9798
Email Address: dwarden@prisonertransport.net			
Mailing Address: PO Box 171078	Nashville	ΤN	37217
P. O. Box or Street	City	State	Zip
Employer Identification Number: 82-3201264			
Social Security Number: <u>N/A</u>			
Approved by Commissioners' Court on this <u>22</u> Holding the positio	_day of n of	<u>Lac.</u> 20 <u>SNJ</u>	120 by



June 01, 2020

		YES	NO	ABSTAIN
Construction of Constr	Judge Lina Hidalgo	₽∕		
Commissioners Court Harris County, Texas	Comm. Rodney Ellis	V		D,
	Comm. Adriari Garcia	√		
RE: Job No. 200057	Comm. Steve Radack	S		Ξ
Members of Commissioners Court:	Comm. R. Jack Cagle	₽ /	Ē	

Please approve the following award on the basis of lowest bid meeting specifications:

Description:	Extradition Services of Prisoners for the Harris County Sheriff's Office
Bid(s) Received	: Two (2) on April 06, 2020 (see attached)
Vendor(s):	US Corrections LLC
Term:	June 09, 2020 - May 31, 2021 with four (4) one-year renewal options
Amount:	\$1,365,400
Evaluated By:	Harris County Purchasing Sheriff's Office

After evaluating the bids, it was discovered that Trident Alliance Group, LLC submitted a nonresponsive bid by failing to submit addenda 2-5. Item 4 will not be awarded. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf

Purchasing Agent

CAK Attachment(s) cc: Vendor(s)

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Presented to Commissioners Court

June 9, 2020

Approve: E/G

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 09, 2020



June 01, 2020

		YES	NO	ABSTAIN
	Judge Lina Hidalgo	\$		
Commissioners Court Harris County, Texas	Comm. Rodney Ellis	$\mathbf{\nabla}$		
Tarris County, Toxas	Comm. Adrian Garcia			
RE: Job No. 200057	Comm. Steve Radack			
Members of Commissioners Court:	Comm. R. Jack Cagle	⊽ ∕		

Please approve the following award on the basis of lowest bid meeting specifications:

Description:Extradition Services of Prisoners for the Harris County Sheriff's OfficeBid(s) Received:Two (2) on April 06, 2020 (see attached)Vendor(s):US Corrections LLCTerm:June 09, 2020 - May 31, 2021 with four (4) one-year renewal optionsAmount:\$1,365,400Evaluated By:Harris County Purchasing • Sheriff's Office

After evaluating the bids, it was discovered that Trident Alliance Group, LLC submitted a nonresponsive bid by failing to submit addenda 2-5. Item 4 will not be awarded. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf Purchasing Agent

CAK Attachment(s) cc: Vendor(s)

Presented to Commissioners Court

Sino

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à n' crra IN

June 9, 2020

Approve: E/G

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 09, 2020

1001 Preston, Suite 670, Houston, TX 77002 Tel 713-274-4400 Fax 713-755-6695 🗳

Bld Tab - Job No. 200057; Extradition Services of Prisoners for the Harris County Sheriff's Office

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				Trident All	ance Group, LLC	US Corre	ctions LLC 1.2
Item No.	Description	Unit of Measure	Est. Qty.	Unit Price	Total Price	Unit Price	Total Price
	Population	- CARGINATE	2011 4.11				A CHAILING
1	Male Prisoner	miles	515,000	\$1.20	\$618,000,00	\$2.00	\$1,030,000,00
2	Female Prisoner	miles	98,200	\$1.00	\$98,200.00	\$2,00	\$196,400,00
3	Medical Condition (insulin dependent, HIV, pregnancy) Additional Services	miles	15,000	\$1,00	\$15,000.00	\$5.00	\$75,000.00
4	Limited Service Areas (provide listing of states that fall in this category).	miles	15,000	\$0,00	\$0.00	NO BID	NO BID
	Discount offered by vendor when multiple prisoners are picked up and dropped off at same location and time.	tier	2 to 10	10%	Not Applicable	25%	Not Applicable
	•••	tier	11 to 20	15%	Not Applicable	25%	Not Applicable
		tier	21+	25%	Not Applicable	25%	Not Applicable
6	Minimum transport fee for trips under 300 miles	trip	60	NO BID	NO BID	\$400.00	\$24,000.00
7	Special Conditions Surcharge Fee	trîp	100	NO BID	NO BID	\$400.00	\$40,000,00
	Grand Total	ı		1	\$731,200.00		\$1,365,400.00
	¹ Award Recommendation Lowest Bid Meeting Specification ² Corrected Total	s (Item 4 wil	l not be awa	arded)			
	³ Non-responsive, did not submit addendums 2, 3, 4 and 5 wh	inh insluded	Lonioral -				

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HARRIS COUNTY **BID COVER SHEET**

Job No. 20/0057

BID FOR: Extradition Services of Prisoners for the Harris County Sheriff's Office (For one (1) year beginning approximately May 1, 2020)

DUE DATE:	<u>Monday, March 16, 2019</u>	Ref. to Pur. Agt.
	Due no later than 2:00 P.M. local time in House the date and time above will not be considered.	
OFFERORS NOTE:	Carefully read all instructions, requirements a properly and completely. Submit your bid with samples in an appropriately sized envelope or b JOB NUMBER, DESCRIPTION AND BE MA	all appropriate supplements and/or ox. PACKAGE MUST SHOW THE
RETURN BID TO:	HARRIS COUNTY PURCHASING AGENT 1001 PRESTON, SUITE 670 HOUSTON, TEXAS 77002	
	Buyer: Chris Kaminski at 713-274-4419 or em:	nil: ckaminski@pur.hetx.net
Total Amount of Bid:	\$ 1,290,400.00	Presented to Commissioners Court
Company Name:	US Corrections LLC	APR 07 2020
Company Address:	PO Box 171078	APPROVE
City, State, Zip Code:	, Nashville, TN 37217	
Taxpayer Identification N	umber (T.I.N.): <u>823201264</u>	
Do you carry i calla I Signature [Your signature utests to you and certifice the all statement	798 ext. 156 Fax: 615-352-9737 c-mail: pace of your employees? Yes No If yes print Name Print Name Print Name Print Name Print Name Print Name Print solution accord to the goods and/or services in this bid accord to make by you are true, complete and correct. All price ways fetter is issued, it becomes a part of this contract. Contra	es, what % of employees: <u>100</u> % rasfield ding to the published provisions of this Job s and signatures must be typewritten or
issued.] Accepted by: HARIKIS CC CAK/tjb Revised 08/19	UNDERLINA HIDALGO (e (30/2020) J	Address Addres
	U.S. Corrections - Page 46 of 104	Comm. Cagle 🗍 🗔 🗤 🗗



March 11, 2020

TO: All Vendors

RE: Job No. 20/0057

EXTENDED DUE DATE:

ATE: March 23, 2020, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 1

- 1. The due date has been extended from Monday, March 16, 2020 to Monday, March 23, 2020, no later than 2:00 p.m. local time, Houston, TX (attached).
- 2. Responses to all vendor questions received related to this project will be released within a subsequent addendum and/or question and answer memo.

Sincerely, DeWight Dopslau **Purchasing Agent** 's Signature For US Corrections LLC Company Name CAK/rjb

¹⁰⁰¹ Preston, Suite 670, Houston CTX 3700 a Johr 18 874-4400 Fax 713-755-6695 😮



HARRIS COUNTY BID COVER SHEET

Job No. 20/0057

BID FOR: Extradition Services of Prisoners for the Harris County Sheriff's Office (For one (1) year beginning approximately May 1, 2020)

DUE DATE:	<u>Monday, March 16, 2019</u> March 23, 2020
I	Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.
OFFERORS NOTE:	Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".
RETURN BID TO:	HARRIS COUNTY PURCHASING AGENT 1001 PRESTON, SUITE 670 FIOUSTON, TEXAS 77002
	Buyer: Chris Kaminski at 713-274-4419 or email: ckaminski@pur.hctx.net
Total Amount of Bid:	\$ <u>1,290,400.00</u>
Company Name:	US Corrections LLC
Company Address:	<u>`PO Box 171078</u>
City, State, Zip Code:	Nashville, TN 37217
Taxpayer Identification Nu	nber (T.I.N.); <u>823201264</u>
Ala.	08 ext. 156 Fax: 615-352-9737 e-mail: dwarden@prisonertransport.net
Signature. [Your signature attests to your Job and cartific that all statem	Print Name Joel Brasfield offer to provide the goods and/or services in this bid according to the published provisions of this tops made by you are true, complete and correct. All prices and signatures must be typewritten want letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is
Accepted by: HARRIS COU	Date: 4/3/2020
CAK/rjb Revised 08/19	
	Page 1 of 23

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March 18, 2020

TO: All Vendors

RE: Job No. 20/0057

EXTENDED DUE DATE: March 30, 2020, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 2

- 1. The due date has been extended from Monday, March 23, 2020 to Monday, March 30, 2020, no later than 2:00 p.m. local time, Houston, TX (attached).
- 2. Responses to all vendor questions received related to this project will be released within a subsequent addendum and/or question and answer memo.

Sincerely,

DeWight Dopslavi Purchasing Agent

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US Corrections LLC Company Name CAK/rjb



REVISED PER ADDENDUMINO. 2 HARRIS COUNTY BID COVER SHEET

Job No. 20/0057

BID FOR: Extradition Services of Prisoners for the Harris County Sheriff's Office (For one (1) year beginning approximately May 1, 2020)

DUE DATE:	<u>Monday, March-16, 2019 March-23, 2020</u> March 30, 2020
	Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.
OFFERORS NOTE:	Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".
RETURN BID TO:	HARRIS COUNTY PURCHASING AGENT 1001 PRESTON, SUITE 670 HOUSTON, TEXAS 77002
	Buyer: Chris Kaminski at 713-274-4419 or email: ckaminski@pur.hetx.net
Total Amount of Bid:	\$ <u>1,290,400.00</u>
Company Name:	US Corrections LLC
Company Address:	PO Box 171078
City, State, Zip Code:	Nashville, TN 37217
2	ber (T.I.N.):823201264
Telephone: 615-352-9798 Do you carry dealer indurar Signature:	e-mail: <u>dwarden@prisonertransport.net</u> or rour cmployces? <u>X</u> Yes No If yes, what % of employees; <u>100</u> % Print Name <u>Joel Brasfield</u> offer to provide the goods and/or services in this bid according to the published provisions of this bid according to the published provisions of this only made by you are true, complete and correct. All prices and signatures must be typewritten
or written in hy. When an aw issued.]	archietter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is
Accepted by: HARRIS COUI	Date: 04/03/2020
CAK/rjb Revised 08/19	

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March 20, 2020

TO: All Vendors

RE: Job No. 20/0057

DUE DATE: March 30, 2020, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 3

- 1. Revised Specifications sheets, pages 14, 15, 16 and 17 of 23 (attached).
- 2. Questions & Answers (attached).

Sincerely, CANN DeWight Dopslau Purchasing Agent Fe

US Corrections LLC Company Name CAK/rjb (M^{4/2}

The preferred general requirements and services are as follows:

I. <u>Vendor Qualifications</u>

- 1. Vendor shall have, in place and operational, a ground transportation system that operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
- 2. Vendor must have sufficient equipment to meet the transport demands of the HCSO. A minimum of sixteen (16) 15passenger vans must be available along with other vehicles in vendor's fleet.
- Vendor shall comply with all applicable state and federal laws and regulations, not limited to U.S. Department of Transportation's Federal Motor Carrier Safety Administration and the Department of Justice in the performance of this contract.
- 4. Vendor shall provide documentation with bid to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all State and Federal requirements for handling prisoners.
- 5. Harris County prefers that the vendor has provided a minimum of 5,000 prisoner transports during the past twelve (12) months.
- 6. Vendor shall provide with the proposal a sample of Department of Transportation (DOT) approved driver logs as proof of adhering to the driver-time requirements.
- 7. In assuming custody of prisoners, vendor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the HCSO written policies and procedures. Such policies, procedures, and directives may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, vendor shall follow reasonable and customary operating procedures. Vendor must comply with all Federal, State and Local regulations as they pertain to contractor's services and contractor's employees.
- 8. Vendor agrees to travel the most direct route when transporting prisoners, male and/or female, for HCSO.
- 9. Vendor shall immediately report unusual incidents, emergencies and/or controversial situations that arise in the performance of services to HCSO in accordance with the HCSO directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" includes, but is not limited to, the following: any act of violence by a prisoner to other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring
 - emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by HCSO.
- 10. Vendor shall assume custody of prisoners from authorized agents of HCSO, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location.
- 11. Upon arrival, vendor shall surrender custody of such prisoners to HCSO or to the law enforcement agency as designated by HCSO. HCSO has the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the vendor. The vendor shall notify the Criminal Warrants Division of HCSO regarding any significant delays as soon as possible.
- 12. In the event of delays in delivering prisoners to the specified destination, whether or not beyond vendor control, including inclement weather or mechanical malfunctions, the vendor shall provide for all prisoner costs, except medical, related to such delays, including, but not limited to, food and lodging.
- 13. Vendor agrees to notify the Criminal Warrants Division within one (1) twenty-four (24) hours from receipt of a work request to transport a female prisoner, whether or not a female guard is available for the transport.

14. HCSO will provide the vendor with a pickup deadline for all prisoners. The vendor shall be fully responsible for ensuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to vendor failure to meet the pickup deadline, HCSO will be relieved of any and all costs associated with such pickup.

II. <u>Refusal and/or Inability to Transport</u>

- The vendor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver determined by a supervisor, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, HCSO must be notified immediately, prior to leaving the pickup location, and there shall be no charge to HCSO.
- 2. If upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease that was unknown to the vendor and HCSO, the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence.
- 3. In the event the prisoner is unavailable, due to the fault of HCSO, HCSO will be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 25% of the original trip cost. In the event the vendor fails to contact the holding facility twelve (12) hours prior to pick up, HCSO must be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, HCSO will not be subject to a penalty charge.
- 4. Should vendor fail to pick up prisoners when booked in advance, HCSO will charge vendor a fee of \$100.00 per infraction.
- 5. Vendor shall deliver prisoners held in another jurisdiction to HCSO facilities within six (6) days from the date of pick up unless HCSO designates a shorter period of time. Failure to comply with this requirement without the consent of a Criminal Warrants supervisor of HCSO will reduce the cost of the trip by HCSO to 50% of the original price.

III. Identification / Uniform

- 1. Vendor employees shall be required to wear a uniform bearing the company logo. Street/casual clothes i.e. jeans, Tshirts with popular printed material, sandals, "flip-flops", etc. will not be acceptable. If vendor employees do not wear proper attire, the holding authority may not release the prisoner(s), and the vendor will not be compensated for the trip.
- 2. All employees of the vendor involved in the pick-up and transportation of prisoners will carry a identification (ID) that indicates information including; but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.

IV. Policy, Contingency Plan and Reporting Requirements.

- 1. Vendor shall have written contingency plan in place in the event of a medical problem, accident, or prisoner escape.
- 2. Prisoners must be given an average of eight (8) hour rest period within any given twenty-four (24) hour period. No prisoner will travel more than twenty-four (24) hours without receiving housing. Housing will be provided to the prisoner, with the opportunity to receive proper rest, shower and meet other hygienic needs.
- 3. Prisoners must be provided restroom stops every three (3) hours frequently, in accordance with common prisoner transport standards, and in a humane manner during trip if no restroom facilities are provided on the transport vehicle. If restroom facilities are provided on the transport vehicle, they shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport.
- 4. Prisoners requiring medication shall be provided medication at required time intervals while en route and self-

medication shall be appropriately documented.

- 5. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles meet the governmental standards for travel each day from point of departure to point of destination.
- 6. Releasing agency shall be given one (1) working day notice prior to transportation agency taking custody of a prisoner unless a lesser period may be mutually agreed upon. HCSO will determine if a status change of the prisoner has occurred. In the event that a status change has occurred, thereby causing the transport cancelled, the transporting agency will contact Criminal Warrant supervisor immediately and there will be no charge to the HCSO.
- 7. Vendor is responsible for providing prisoners three balanced and nutritious meals during each twenty-four (24) hour period while in their custody.
- 8. Vendor must immediately notify the contact person in HCSO of any medical problems, escape, accident, or other incidents as outlined in the contingency plan. Should immediate notification not be possible, notification must be provided at the earliest time possible.
- 9. For prisoners traveling interstate, HCSO will be notified the day transporting agents take custody of a prisoner.
 - 10. Appropriate documentation including written authority to transport prisoner (i.e., Prisoner Receipt, Property Receipt and Prisoner Medical/Medication information) will be delivered with the prisoner. The vendor will provide a detailed written report, including all prisoner activities while in transit upon prisoner delivery. The report shall list the date, times for pickup and delivery, all restroom breaks, meals, medical/behavior problems and overnight stops. The report shall also contain the transporting agents' signatures and the extradition oath for each prisoner transported.
- 11. Vendor must provide a twenty-four (24) hour, seven (7) day a week communication system for access of agency decision-makers.

V. Personnel

Vendor shall complete an evaluation of potential employees targeting desirable qualified candidates with unquestionable backgrounds. Evaluation must include, but not be limited to, a driving history, a criminal history investigation and drug and alcohol testing.

 Vendor shall be required and responsible for conducting their own drug and alcohol testing of each employee prior to sending to HCSO. for fingerprint and background check. Vendor's employees who will be providing services for HCSO will all be required to complete a background check through HCSO Background and Screening. The background check will include but not be limited to fingerprint screening. HCSO, Department of Public Safety, and Pederal Bureau of Investigations (FBI) will conduct fingerprint checks. All background investigations will adhere to the rules and regulations of Reference Title 28, Code of Federal Regulations, part 20.33(a)(7) and 28-CFR 20.33(a)(6).

Vendor shall reimburse HCSO for any/all fees associated with required background checks, not to exceed one-hundred dollars \$100.00 per employee.

- 2. Vendor agrees that current employees and new personnel will not be eligible to provide required services at HCSO, if a criminal record is located for the following offenses;
 - a. All felony offenses unless pardôned of the offense, if the pardon is expressly granted for subsequent proof of innocence.
 - b. Misdemeanor offenses that fall into the following categories:
 - 1. Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years.
 - 2. Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
 - c. Drug Offenses:
 - 1. Manufacture or sale of any illegal drug or controlled substance.
 - 2. Drug use: marijuana no usage within the past two (2) years, or any felony drug usage. No exceptions

<u>REVISED PER ADDENDUM NO. 3</u>

allowed.

- đ Felony or misdemeanor convictions for the following offenses:
- 1. Public lewdness
- Indecent exposure 2.
- 3. Perjury
- 4. Tampering with a governmental record
- 5. Impersonating a public servant
- б. Permitting or facilitating an escape 7.
 - Violations of the rights of a prisoner-
- 3. Transporting agents shall receive at least a total of 100 hours training in all phases of short and long distance prisoner transport, applicable laws, prisoner care, custody, control, self-defense, Cardiopulmonary Resuscitations (CPR), first aid, restraints and weapons training. Vendor must be able to provide proof of training if requested by HCSO. Proof of training, for at least seven (7) years must be retained and accessible to HCSO.
- 4. Transporting agents shall be properly licensed in accord with all applicable State and Federal requirements.
- A female transporting agent shall be used when transporting a female prisoner. If no female transport agent is 5 available, the female prisoner is not to be transported by less than two transport agents of the opposite sex.
- 6. Vendor shall provide a list of names, ID card numbers, and signatures of transporting agent authorized to receive custody of prisoners on behalf of HCSO. Vendor shall be responsible for providing updates to the HCSO. Vendor shall furnish any and all documentation regarding certification or registration of its transport agents to the HCSO upon request.

VI. Vehicles

Vendor's vehicles at all times must meet the following requirements:

- 1. Vehicles only properly licensed in accordance with all applicable State and Federal regulations, allowed to provide services.
- 2. Vehicles must separate transporting agents from prisoners, as well; separation of male and female prisoners required.
- Safety equipment, at all times must be on vehicles providing services to HCSO. Safety equipment will consist of but 3. not be limited to cell phones, first aid kits, fire extinguisher and safety triangles.
- Vehicles shall be clean inside and out at all times. 4.
- Immediately Within twenty-four (24) hours, any/all vehicle accidents must be reported to HCSO Criminal Warrants 5. Supervisor. HCSO Criminal Warrants supervisor will be furnished with any/all official accident investigation reports generated by local/state law enforcement agency and a copy of any vendor internal investigation reports related to any/all accidents.
- Trip audits shall be completed on transporting agents' activity logs to assure compliance with operating standards. 6.

VII. Restraint Equipment

- 1. Handcuffs and leg irons shall be manufactured to meet full compliance with National Institute of Justice (NIJ) Standards dealing with marking, workmanship, mechanical strength and tamper resistance.
- 2. Prisoners shall not be secured to any part of the transporting vehicle.
- 3. The practice of hogtying (the restraint of the ankles and the wrists while being tied together behind the back) shall be strictly prohibited at all times.

<u>QUESTIONS & ANSWERS PER ADDENDUM NO. 3</u>

1. Question: Termination: Page 9, "Harris County may terminate the contract without cause upon thirty (30) days written notice." Would the County allow vendors the same termination rights as the County?

Answer: No, due to the time frame, the Harris County Sheriff's Office would require at the least a sixty (60) day written notice in order to arrange personnel and to ensure extraditions are met.

2. Question: Vendor Qualifications: Page 14, "13. Vendor agrees to notify the Criminal Warrants Division within one (1) hour from receipt of a work request to transport a female prisoner, whether or not a female guard is available for the transport. Would the County consider removing this requirement? This timeline is not feasible,

Answer: See Addendum No. 3. The Vendor must assume responsibility of their prisoners.

- 3. Question: Refusal and/or Inability to Transport: Page 15, "1. The vendor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, HCSO must be notified immediately, prior to leaving the pick-up location, and there shall be no charge to HCSO." Would the County consider allowing charges incurred to be billed to the County if the failed pickup is of no fault of the vendor?
 - Answer: No, if the behavior of the inmate dictates the vendor will either not transport or discontinues. transport services, it is of no fault of the Harris County Sheriff's Office and therefore charges will not be billed to the County.
- 4. Question: Refusal and/or Inability to Transport: Page 15, "2. If upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease that was unknown to the vendor and HCSO, the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence." Would the County consider allowing charges incurred to be billed to the County if the failed pickup is of no fault of the vendor?

Answer: No, if it is of no fault of the Harris County Sheriff's Office, we shall not be billed or charged a penalty.

5. Question: Refusal and/or Inability to Transport: Page 15, "3. In the event the prisoner is unavailable, due to the fault of HCSO, HCSO will be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 25% of the original trip cost. In the event the vendor fails to contact the holding facility twelve (12) hours prior to pick up, HCSO must be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, HCSO will not be subject to a penalty charge." Would the County consider allowing for 50% of the original trip cost for failed pickups that are no fault of the vendor?

Answer: No.

6. Question: Refusal and/or Inability to Transport: Page 15, "3. Should vendor fail to pick up prisoners when booked in advance, HCSO will charge vendor a fee of \$100.00 per infraction. Would the County consider removing this requirement in its entirety? This is too broad of a requirement and does not factor into account conditions out of the Vendors control.

Answer: No.

7. Question: Refusal and/or Inability to Transport: Page 15, "5. Vendor shall deliver prisoners held in another jurisdiction to HCSO facilities within six (6) days from the date of pick up unless HCSO designates a shorter period of time. Failure to comply with this requirement without the consent of a Criminal Warrants supervisor of HCSO will reduce the cost of the trip by HCSO to 50% of the original price. Would the County consider removing this requirement in its entirety? Based on the pickup location of some offenders, it is not possible to guarantee their delivery in six days, or less if we are to abide by mandatory DOT/FMCSA regulations regarding maximum driving time of passenger carrying vehicles.

Answer: No, all factors that would prevent the Vendor from delivering to HCSO within six (6) days should be considered prior to accepting the transport.

8. Question: Policy, Contingency Plan and Reporting Requirements: Page 15, "2. Prisoners must be given an eight (8) hour rest period within any given twenty-four (24) hour period. No prisoner will travel more than twenty-four (24) hours without receiving housing. Would the County consider rewording this requirement to "Prisoners must be given an <u>average of eight (8)</u> hours of rest within any given twenty-four (24) hour period.

Answer: See Addendum No. 3.

9. Question: Policy, Contingency Plan and Reporting Requirements: Page 15, "3. Prisoners must be provided restroom stops every three (3) hours during trip if no restroom facilities are provided on the transport vehicle. If restroom facilities are provided on the transport vehicle, they shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport. Would the County consider rewording this requirement to mandate that restroom stops are given frequently, in accordance with common prisoner transport standards, and in a humane manner? Based on the geographic location of some transports, it is not possible to guarantee every three hours if we are to only utilize secured facilities for restroom breaks.

Answer: Yes.

10. Question: Policy, Contingency Plan and Reporting Requirements: Page 16, "5. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination." Would the County consider removing this requirement in its entirety? Based on the pickup location of some offenders, it is not possible to guarantee that they will travel 250 straight-line miles each day if we are to abide by <u>mandatory</u> DOT/FMCSA regulations regarding maximum driving time of passenger carrying vehicles and also allowing for adequate rest, restroom and hygiene breaks.

Answer: Yes, see Addendum No. 3. All deadlines for delivery should not be affected by not having a requirement of how many miles traveled.

11. Question: Policy, Contingency Plan and Reporting Requirements: Page 16, "6. Releasing agency shall be given one (1) working day notice prior to transportation agency taking custody of a prisoner unless a lesser period may be mutually agreed upon. HCSO will determine if a status change of the prisoner has occurred. In the event that a status change has occurred, thereby causing the transport cancelled, the transporting agency will contact Criminal Warrant supervisor immediately and there will be no charge to the HCSO." Would the County consider rewording this requirement that if a Status Change occurs resulting in a failed pickup at not fault of vendor, County may be billed for costs incurred?

Answer: No, if the cancellation is of no fault of the County, the County shall not incur costs.

12. Question: Policy, Contingency Plan and Reporting Requirements: Page 16, "9. For prisoners traveling interstate, HCSO will be notified the day transporting agents take custody of a prisoner." Would the County consider removing this requirement in its entirety? U.S. Corrections - Page 92 of 104 Answer: Yes, HCSO does not need to be notified the day of pickup, but once transportation has been arranged and accepted, it becomes the responsibility of the vendor to ensure the pickup is on time. See Addendum No. 3.

13. Question: Personnel: Page 16, "I. Vendor shall be responsible for drug and alcohol testing of each employee prior to sending to HCSO for fingerprint and background check. Vendor's employees who will be providing services for HCSO will all be required to complete a background check through HCSO Background and Screening. The background check will include but not be limited to fingerprint screening. HCSO, Department of Public Safety, and Federal Bureau of Investigations (FBI) will conduct fingerprint checks. All background investigations will adhere to the rules and regulations of Reference Title 28, Code of Federal Regulations, part 20.33(a)(7) and 28 CFR 20.33(a)(6). Vendor shall reimburse HCSO for any/all fees associated with required background checks, not to exceed one hundred dollars \$100.00 per employee. Would the County consider removing this requirement and instead requiring Vendors to conduct their own commercially available background check?

Answer: See Addendum No. 3.

14. Question: Personnel: Page 17, "5. A female transporting agent shall be used when transporting a female prisoner." Would the County consider amending this requirement to reflect that if no female transport agent is available, the female prisoner is not to be transported by less than two transport agents of the opposite sex?

Answer: See Addendum No. 3.

15. Question: Vehicles: Page 17, "5. <u>Immediately</u>, any/all vehicle accidents must be reported to HCSO Criminal Warrants Supervisor. HCSO Criminal Warrants supervisor will be furnished with any/all official accident investigation reports generated by local/state law enforcement agency and a copy of any vendor internal investigation reports related to any/all accidents. Would the County consider removing "immediately" and rewording to in a "timely manner?"

Answer: See Addendum No. 3.

Question: Pricing: Page 19, "Pricing must be all-inclusive. Harris County will not allow for any other
 rates or charges. Would the County allow for vendors to submit their own pricing structure and additional line items as the line items mentioned in this bid are not inclusive for all costs associated with the proposed services?

Answer: No, any additional charges will fall under related items.

17. Question: Does the County require Vendors to have a "Satisfactory" Safety Rating with the Federal Department of Transportation (DOT)?

Answer: Yes.

18. Question: On page 21, Minimum Insurance Requirements. Would the County consider increasing the Automobile Liability Insurance limit to match the Federal Department of Transportations, Federal Motor Carrier Safety Administrations mandated limit of \$1.5MM for vehicles designed to transport 15 passengers or less as opposed to the \$1MM outlined? FMCSA standards may be found at the link below.

Answer: Harris County will keep Insurance Requirements as is.

19. Question: Does the County require Vendors to utilize transport vehicles equipped with cameras?

Answer: No.

20. Question: Is the County aware of the State of Florida's, Department of Agriculture's Security Licensing Laws requiring all private companies performing prisoner transports in the State of Florida, including all transports/extraditions for the Hamilton County Sheriff's Office originating in the State of Florida, to have a 'B' Security License and does the County require the awarded Contractor to have this license, as does the State of Florida?

Answer: No.

21. Question: Is the County aware of the Federal Motor Carrier Safety Administration's mandated Electronic Logging Device (ELD) program that went into effect on December 18th, 2017 and does the County require compliance with this law, as does the Federal Government?

Answer: Yes, if the Federal Government requires this Electronic Logging Device (ELD) the Harris County Sheriff's Office cannot supersede compliance.

22. Question: Is the County aware of the Federal Motor Carrier Safety Administration's mandatory Hours-of-Service (HOS) regulations that limits maximum driving time for passenger-carrying vehicles and does the County require compliance with this law, as does the Federal Government?

Answer: Yes, the Harris County Sheriff's Office cannot supersede the Federal Government's statue.



March 25, 2020

TO: All Vendors

RE: Job No. 20/0057

EXTENDED DUE DATE:

JE DATE: April 6, 2020, no later than 2:00 pm, Local Time in Houston, Texas

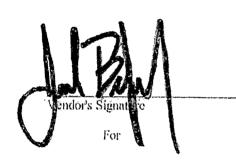
All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 4

The due date has been extended from Monday, March 30, 2020 to Monday, April 6, 2020, no later than 2:00 p.m. local time, Houston, TX (attached).

Sincerely,

DeWight Dopslauf Purchasing Agent



	US Corrections LLC
6	Company Name
tt-	CAKAjb
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April 2, 2020

TO: All Vendors

RE: Job No. 20/0057

DUE DATE: April 6, 2020, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 5

- 1. Revised Specifications sheet, page 18 of 23 (attached).
- 2. Revised Pricing/Delivery Information sheet, page 19 of 23 (attached).
- 3. Questions & Answers (attached).

ignature For US Corrections LLC Company Name ANT CAKAjb Wh

Sincerely,

DeWight Dopstruf Purchasing Agent

VIII. <u>Responsibilities Prior and During Transportation</u>

Vendors must provide the following services prior and during the transportation of prisoners arriving or departing from HCSO locations:

- 1. Positive physically identified of prisoners is required prior to transportation agents assuming custody and removing them from the holding agency. Transporting agents shall have photographs and fingerprints on hand for comparison when picking up a prisoner for HCSO.
- 2. Transporting agent of the same gender will provide a strip search of prisoners prior to transporting.
- 3. Property transported shall be inventoried and signed for by both the prisoner and the transporting agent. All transported property will be kept separated from prisoner during transportation.
- 4. At all times, during transportation prisoner's phone use is prohibited. No exceptions.
- 5. Prisoner's food to be consumed and provided on the vehicle utilized for and during transportation,
- 6. When transportation-housing facilities must be utilized, prisoners shalf be lodged in secure and adequate jail facilities. Housing facility and local staff must be advised of prisoners escape potential, security threat i.e. possible gang affiliation, disruptive group member or high profile offender. Whenever possible transportation prisoners shall be separated from the general population at the housing facility.
- 7. Prisoner injuries shall be reported to the transporting agency office and HCSO.
- 8. Transporting agents are legally responsible for prisoners under their care and control.
- 9. All escapes shall be reported immediately to local law enforcement at the scene, HCSO, and to the transportation agency office.

IX. Special Conditions Surcharge Fee

Special conditions surcharge fee will be utilized for special situations such as but not limited to time specific pick-ups and drop offs, short notice transports, release dates, court dates, and/or situation where inmate housing must occur because operational routes have been impacted.

REVISED PER ADDENDUM NO. 5 PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide unit pricing for the items below. Quantities are estimated, Harris County may require more or less, In case of discrepancy between unit and total pricing, unit pricing governs. Harris County may award by item, by group, by category, overall or as best serves the County. Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.

Item	D		Est.	Unit	
<u>No.</u>	Description	<u>UOM</u>	<u>Oty.</u>	<u>Price</u>	<u>Total Price</u>
1	Population Male Prisoner	miles	616 000	\$ 0.00	P4 020 000 00
<u>,</u>			515,000	\$ 2.00	\$1,030,000.00
2.	Female Prisoner	miles	98,200	\$ 2.00	\$196,400.00
3	Medical Condition (insulin dependent, HIV, pregnancy)	miles	15 ,0 00	\$ Please se	e siotes below
	Additional Services				
4	Limited Service Areas (provide listing of states that fall in	miles	15,000	\$	\$
	this category).			Please see notes below	
5	Discount offered by vendor when multiple prisoners are picked up and dropped off at same location and time.	tier	2-10	% 25	
		tier	11-20	% ₂₅	
		tier	21+	% ²⁵	
б	Minimum transport fee for trips under 300 miles	trip	60	\$ 400.00	\$ 24,000.00
7	Special Conditions Surcharge Fee	trip	100	\$ 400.00	\$ 40,000.00
	GRAND TOTAL				\$1,290,400.00

GRAND TOTAL

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

Notes: Pricing included below along with reasoning on Pricing Clarification document, Page 103.

- 3. Medical Conditions: priced case-by-case or if an exact dollar amount is needed for purpose of bid, \$5.00 per mile.
- Limited Service Areas: priced case-by-case or if an exact dollar amount is needed for purpose of bid, listing of states and associated pricing is below. Limited Service States and Pricing:

VT, NH, WA, OR, ME: \$2.25 per mile ID: \$2.50 per mile MT: \$2.75 per mile ND: \$3.00 per mile WY: \$3.25 per mile SD: \$3.50 per mile

QUESTIONS & ANSWERS PER ADDENDUM NO. 5

1. Question: Refusal and/or Inability to Transport: Page 15, "1. The vendor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, HCSO must be notified immediately, prior to leaving the pick-up location, and there shall be no charge to HCSO."

Refusal and/or Inability to Transport: Page 15, "2. If upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease that was unknown to the vendor and HCSO, the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence."

Refusal and/or Inability to Transport: Page 15, "3. In the event the prisoner is unavailable, due to the fault of HCSO, HCSO will be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 25% of the original trip cost. In the event the vendor fails to contact the holding facility twelve (12) hours prior to pick up, HCSO must be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, HCSO will not be subject to a penalty charge."

Addressing the three requirements above, when a trip is cancelled after company agents are already in route (or arrived) to the pickup location, transport companies incur significant costs to pay their staff, gas, depreciation, house their inmates in transport, and it also impacts company drivers' DOT "driver service hours". This same applies when a company arrives at a facility and they cannot pick-up an offender due to undisclosed medical conditions, no medications being provided, or some other unsafe condition that is no fault of the vendor. It would be unreasonable to require prisoner transport companies to incur these costs of cancellation and/or no-pickup when they have spent significant time and resources, and capital into the transport. We request that HCSO allows for industry standards of a 50% cancellation fee (after a certain date), or a no-pickup fee in the case that a company shows up and is not able to safety transport the offender.

Answer: See Addendum No. 3., for revisions to page 15, section II, 1. Before the vendor starts travelling to the location for the pickup, and after going through the quote process, and accepting the job at the quoted price, it is the responsibility of the vendor to contact the holding agency to ensure the prisoner will be ready for pickup and that all medical and/or medications are known up front prior to pick up. Before quoting a price, all information (medical, medications, etc.) should be made known and is the vendor's sole obligation to ensure all current information on the prisoner is available. It is no fault of the Harris County Sherrif's Office (HCSO) if all information is not acquired by vendor or if the prisoner's behavior is detrimental or dangerous. HCSO will not be responsible for any cost leading up to the prisoner being picked up if the pickup is at no fault of HCSO. HCSO will only be responsible for a failed pickup if the failed pickup was directly the fault of HCSO.

If the prisoner becomes contagious by disease and is of no fault of the vendor or HCSO the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence.

The 25% of the Original Trip Cost (quoted price) should remain the same. If the vendor is unable to or refuses to transport after a price is accepted it is the vendor's responsibility to ensure all

information is known or disclosed to the vendor. The HCSO is not responsible for any information not disclosed to the vendor prior to pickup.

2. Question: Refusal and/or Inability to Transport: Page 15, "4. should vendor fail to pick up prisoners when booked in advance, HCSO will charge vendor a fee of \$100.00 per infraction."

This is a very broad requirement that we are requesting removed or seek additional clarification on. Failed pickups can be caused by numerous conditions outside of a Vendors control such as vehicle breakdowns, weather conditions, or delays at facilities. We do not believe it is fair for the County to fine Vendors if a pickup is unsuccessful due to variables out of the Vendors control. Could the County please provide additional clarification on this requirement or advise if removal is possible?

Answer: The HCSO and all law enforcement agencies are mandated by state law and the fifty (50) State Compact Agreement that all extraditions are completed in the time frame specified for Out of County (OOC) and Out of State (OOS) charges. If transportation is arranged by vendor, but the vendor fails to arrive in the allotted time, the HCSO will be subject to penalty by the State. It is only fair that if the HCSO is entrusting the vendor to arrive on or before the time frame expires, there be some fine or penalty adjudicated to the vendor to ensure the time frame is met.

- 3. Question: Refusal and/or Inability to Transport: Page 15, "5. Vendor shall deliver prisoners held in another jurisdiction to HCSO facilities within six (6) days from the date of pick up unless HCSO designates a shorter period. Failure to comply with this requirement without the consent of a Criminal Warrants supervisor of HCSO will reduce the cost of the trip by HCSO to 50% of the original price.
 - We request that the 6-day delivery window be removed. Based on the pickup location of some offenders it is not possible to guarantee their delivery in 6-days or less if Vendors are to abide by mandatory DOT/FMCSA requirements for Maximum Driving time for Passenger Carrying vehicles. This is a federal law which the bid terms require compliance of. Additionally, the specifications require frequent restroom stops and overnight housing averaging 8-hours of rest in every 24-hour period which adds additional time.

We understand that the County would like offenders delivered as quickly as possible once picked up but forcing a six-day window could place offenders, vendors staff, and the general public at risk if vendors are not providing adequate rest for transport personnel. It is in vendor's best interest to have offenders in custody for the shortest amount of time possible to mitigate liability but violation of federal law or endangerment of all involved may/will occur by rushing the transport process.

Additionally, the offenders' comfort and safety are something we have made great strides to improve. We attempt to provide them with an extended mid-transport break averaging 24-48 hours when traveling cross country. This allows for the offender to rest, exercise, and receive care before continuing their transport. When combining the mid-transport break of 48 hours or more with the 8-hour average break per day, honoring the 6-day request would require us lower our standard of care for offenders. The mid-transport break comes at no additional charge to our clients and is an attempt to provide our passengers a better experience than any other company in the industry. This helps protect the offender, you and our company.

Answer: No, all factors that would prevent the vendor from delivering to HCSO within six (6) days should be considered prior to accepting the transport. All transports have a deadline date in which the prisoner must be picked up by, but does not have a drop off date. It should be the responsibility of the vendor to ensure the prisoner can be dropped off within the six (6) day allotment.

4. Question: Pricing: We have additional concerns related to the pricing portion of this bid which fails to include minimum transport charges nor surcharges for special request transports. Minimum Charge and Surcharges for special transport requests are industry standard for all transportation companies.

The "Minimum Transport Fee" protects prisoner transport companies from getting a transport request for 10 miles at \$x.xx/mile, potentially resulting in a \$10-15 bill to move an offender. It is very costly to transport

inmates and no company would be able to remain in business at those rates. We request that there is language added to the contract to state that all moves will be over 300 miles, or alternatively allow for minimum price for a transport on your pricing schedule.

Surcharges are industry standard and allow prisoner transport companies to charge for additional work and money incurred when a special condition applies. These are situations like release dates, court dates, short-notice or any transport that requires companies to pick up or drop off on specific dates and times or situation where inmate housing must occur because our operational routes have been impacted by these parameters. County jails typically charge between \$45-150/inmate per night to house overnight. In almost all circumstances, time specific pick-ups and drop offs and/or short notice transport requests incur significant housing costs for not just your offenders, but any other offenders on the same vehicle. We request that HCSO considers adding Special Conditions Surcharge and allow for this fee to apply to these transports.

If surcharges and minimums cannot be added to the bid, companies will bid a higher rate per mile in order to offset the losses they will take on special requests and short moves. This will result in the County paying a much higher rate per mile than needed on regular (the majority) of their moves. Please consider this amendment to the pricing page as it is a win/win for both vendor and agency.

Answer: See Addendum No. 5.

INTENT TO RESPOND

DATE:	3/9/2020
TO:	ckaminski@pur.hctx.net
FROM:	Dave Warden III, 615-352-9798 ext. 156 Name and Phone Number
	US Corrections LLC Company Name
	PO Box 171078
	Street Address
	Nashville, TN 37217
	City, State, Zip
RE:	Vendor's intent to respond to Job # <u>20/xxxx</u> Extradition Services of Prisoners for the Harris County Sheriff's Office

In order that Harris County may assess potential vendor's interest in this job, please check one of the statements below and email to <u>ckaminski@pur.hctx.net</u>, prior to the deadline of this BID. Thank you.

Our company intends to respond to this job Yes

Our company declines to respond to this job

Optional: Reason for declining _____

Declining to respond will not eliminate the vendor from future consideration to jobs with Harris County.



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TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

<u>X</u> 1. Cover Sheet - Complete this page, sign IN INK and return it. Table of Contents - This page lists the applicable components of this bid/proposal documentation. \mathbf{X} 2. <u>X</u> 3. General Requirements - It is offeror's responsibility to be thoroughly familiar with the General Requirements. X Specifications - This section contains a detailed description of the goods/services sought by the 4. County. <u>X</u> 5. Pricing/Delivery Information - This form is used to solicit exact pricing of goods/services, delivery, and other costs. <u>X</u> 6. Attachments X a. Tax Form/Debt/Residence Certification - Complete this form and return it with your offer. b. Bid Guaranty & Performance Bond Information & Requirements - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely. c. Bid Check Return Authorization Form - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely. d. Vehicle Delivery Instructions - Included only when purchasing vehicles. X e. Minimum Insurance Requirements - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements). f. Worker's Compensation Insurance Coverage Rule 110.110 - This requirement is applicable for a building or construction contract. Financial Statement - When this information is required, you must use this form or g. submit acceptable financial documents. <u>X</u> h. Reference Sheet - When references are required, reference letters or the use of this form is acceptable. i. **HIPAA** Requirements <u>X</u> j. Questionnaire

Revised 1/16

GENERAL REQUIREMENTS FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at <u>www.hctx.net/auditor/</u>.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned bid package.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Trustees, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Hatris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID." An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston, Suite 670, Houston, Texas before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS on the date specified. Late bids will not be accepted.

BONDS

If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u> prior to submitting your response. Failure to do so may result in disqualification of your response.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government U.S. Corrections - Page 49 of 104

Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended, the Texas Pay Day Act, the Equal Pay Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended, or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, Dewight.dopslauf@pur.hctx.net

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

Contractor/Vendor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Contractor/Vendor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's/Vendor's signature on the Contract/Agreement constitutes written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the <u>original bid</u>.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the U.S. Corrections - Page 50 of 104

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replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation**. The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

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Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

CONTRACTOR, THE SUCCESSFUL OFFEROR, SHALL INDEMNIFY, DEFEND, AND HOLD HARRIS COUNTY HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM CONTRACTOR'S PERFORMANCE. CONTRACTOR SHALL PROCURE AND MAINTAIN, WITH RESPECT TO THE SUBJECT MATTER OF THIS BID, APPROPRIATE INSURANCE COVERAGE INCLUDING, AS A MINIMUM, PUBLIC LIABILITY AND PROPERTY DAMAGE WITH ADEQUATE LIMITS TO COVER CONTRACTOR'S LIABILITY AS MAY ARISE DIRECTLY OR INDIRECTLY FROM WORK PERFORMED UNDER TERMS OF THIS BID. CERTIFICATION OF SUCH COVERAGE MUST BE PROVIDED TO THE COUNTY UPON REQUEST.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

NAME BRANDS

Specifications <u>may</u> reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any U.S. Corrections - Page 52 of 104

other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member, or employment of any County Official or the Harris County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000,00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. Where **delivery times are critical**, **Harris County reserves the right to award accordingly**.

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship U.S. Corrections - Page 53 of 104

of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 10/18

SPECIFICATIONS

Extradition Services of Prisoners for the Harris County Sheriff's Office

SCOPE

Harris County is soliciting bids for a term contract for the extradition services of prisoners for the Harris County Sheriff's Office (HCSO) for one (1) year beginning approximately May 1, 2020.

It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing and review their bid for accuracy before submitting. Questions relating to this bid must be submitted in writing and directed to Chris Kaminski, Office of the Purchasing Agent, via email to <u>ckaminski@pur.hctx.net</u>. The deadline for submission of questions to this bid is <u>March 10,2020 no later than 12:00 p.m. CST</u>. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via fax and/or email to all firms. The County will not be bound by any information conveyed verbally.

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: <u>https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm</u> prior to submitting your response. Failure to do so may result in disqualification of your response.

SUBMITTALS

Failure to return the required items may result in a "non-responsive" bid. Vendor should submit with their bid the following items:

- a. Complete and return, as required, the Harris County Bid Cover Sheet, page 1 of 23 of this bid,
- b. Tax Form/ Debt/ Residence Certification as required in attachment a., Tax Form/ Debt/ Residence Certification Form,
- c. Proof of insurance as required in attachment e., Minimum Insurance Requirements,
- d. List of references as required in attachment h., References,
- e. Complete and return, as required, attachment j., Questionnaire, which will be used in part to determine that the vendor has the qualifications to fulfill the requirements of the specifications,
- f. Complete and return the Pricing/Delivery Information sheet, page 19 of 23 of this bid,
- g. Complete and return a copy of the Certificate of Interested Parties (Form 1295) as specified,
- h. Include with bid package submitted one (1) original, clearly marked <u>"ORIGINAL"</u>, two (2) copies clearly marked "COPY", and one (1) CD-ROMs or flash drive with the complete bid response in Microsoft Word and Excel format, as applicable. The CD-ROM will contain a <u>COMPLETE</u> copy of the completed bid and attachment j., Questionnaire,
- i. Provide documentation of vendor's policy and contingency plan and reporting requirements,
- j. Provide detail of vendor's ground transportation system that includes, but not limited to, vehicles, equipment, and personnel for the safe transportation and handling of prisoners.

NO CONFIDENTIALITY OF BIDS

Once opened, bids are public record. There are no exceptions. When submitting a bid, vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Chris Kaminski immediately at <u>Ckaminski@pur.hetx.net</u>.

ALTERATION OF DOCUMENT

No alterations allowed to this document. Any alterations made may/will result in rejection of bid. The terms and conditions contained within this document supersede all conflicting terms and conditions within any cooperative contracts associated with this purchase.

USAGE REPORTS

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/ or services furnished to date under a contract resulting from this bid. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Harris County department, description of each item or service purchased including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items or services purchased.

AWARD

Award may be made to one (1) or multiple vendors whose bid (s) are determined to be the lowest and best offer meeting Harris County's needs. In addition, the County may award to more than one (1) vendor as "Primary" and "Secondary". The "Secondary" vendor will be utilized as necessary due to time constraints, availability, etc.

Award does not guarantee any particular profit, revenue or volume of work to the vendor. Pricing is an important element of this bid; however, evaluation of the bids will not be limited to price alone. The ability to meet the minimum requirements stated within this bid will also be part of the evaluation for contract award. The following criteria will be utilized in evaluating the bids:

- 1. Number of available qualified, licensed transportation agents and sufficient vehicles to provide services.
- 2. Past performance history.
- 3. Pricing.
- 4. Experience based on references submitted with the bid (Harris County prefers six (6) years of experience but will accept a minimum of three (3) years of experience providing extradition services of prisoners to large facilities or governmental agencies.
- 5. Submission of bid in compliance with instructions and requirements, and meeting all specifications.

This bid or the Commissioners Court approved award to the vendor(s) for the requirements stated in this solicitation does not obligate Harris County to the eventual purchase of any product/services described, implied or which may be proposed.

The rates quoted on the Pricing/Delivery Information sheet must be all-inclusive. ""All-inclusive" shall be construed as costs incorporating all charges for labor, material, equipment, transportation, delivery, food, lodging and any other cost incurred. No separate line item rates or charges will be accepted.

PROOF OF BUSINESS

Vendor must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation) for no less than three (3) full years. Written evidence is required. Please refer to attachment j., Questionnaire.

CONFLICTS OF INTEREST

Vendor must disclose any financial interest held by a Harris County employee in vendor's business. Vendor must also disclose an interest between vendor, vendor's employees and any Harris County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the Harris County employee:

- Owns ten (10%) percent or more of the voting stock or shares of vendor's business
- Owns either ten (10%) percent or more or \$15,000 or more of the fair market value of vendor's business
- Receives funds from vendor's business that exceed ten (10%) percent of Harris County employee's gross income from the previous year

Vendor must fully disclose the existence of any relationships as defined above in its response to this bid. Additionally, vendor must notify Harris County, if the information provided in its response changes at any time.

CHANGE IN CONTRACT

If the contract requires any changes, a Change in Contract (CIC) shall be generated by the Office of the Harris County Purchasing Agent and will be sent to the awarded vendor(s) for execution. Any changes shall be in writing and must be agreed to by both Harris County and awarded vendor(s). Harris County reserves the right to add departments / locations on an as-needed basis at the same cost as the awarded contract. In the event such an arrangement is unsatisfactory, Harris County may opt to choose an alternate means of meeting its needs up to and including a rebid of the entire contract. SPECIFICATIONS and REQUIREMENTS stated herein shall also apply to any CIC.

AFFORDABLE CARE ACT

Vendor shall be responsible for complying with all requirements of the Affordable Care Act. Vendor shall at a minimum offer personnel Minimum Essential Coverage (MEC) that provides 100% of the government's Preventative and Wellness Benefits. Vendor is not required to pay for the insurance but they must have a Group Plan and offer it to all personnel. Records must be maintained for audit purposes.

INVOICING

The vendor shall provide Harris County with the appropriate <u>WEEKLY, BI-WEEKLY or MONTHLY</u>, invoices for extradition services.

If emailed <u>VENDORINVOICES@HCTX.NET</u>

If mailed

Harris County Auditor's Office c/o Accounts Payable 1001 Preston, 8th Floor Houston, Texas 77002

PURCHASE ORDERS

Services must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments when applicable. Once a purchase order is issued, the using department will contact vendor directly to place orders. Vendor must obtain the names of appropriate personnel and orders only from those persons having authority to place an order.

BACKGROUND

HCSO, founded in 1837, is the largest sheriff's office in Texas and the third largest in the United States. HCSO employs approximately 4,100 employees who are committed to the safety of the 4,000,000 residents who call Harris County home.

HCSO is accredited by the Commission on Accreditation for Law Enforcement Agencies (<u>CALEA</u>). HCSO became accredited in 2002 and is the largest law enforcement agency in Texas to receive this professional designation. HCSO is also the largest agency in the nation to be accredited.

In addition to numerous law enforcement-related patrol and investigative facilities, HCSO operates four (4) small outlying jails (temporary lock-ups), a Central Processing Center (CPC), and four (4) housing jails located in the downtown Houston and area. The current number of prisoners housed in the Harris County Jail system is approximately 9,000, and historically the jail population has peaked to nearly 12,000 prisoners.

SPECIFICATION

Vendor shall provide extradition services, as needed and as required, in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder. At Harris County's request, vendor shall assume custody of prisoners committed to the custody of HCSO and provide intrastate and/or interstate transportation of said prisoners to and from locations designated by HCSO.

Vendor shall follow transport standards for interstate/intrastate transportation of prisoners and fugitives from justice, as incorporated herein and made a part hereof. Vendor must meet the standards of and comply with all provisions of The Interstate Transportation of Dangerous Criminals Act of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726b) enacted December 21, 2000.

The method of compensation for ground transportation services provided by the vendor shall be determined on a per mileage basis. The rate per mile shall be assessed on one-way ground mileage from the point of pick-up to the point of drop-off. The PC*MILER route mileage tariff LC.C. No. ALKP-1001B shall determine the mileage.

Vendor shall show all appropriate costs on the pricing/delivery information page, whether specifically requested or not. Only those costs shown on the pricing/delivery information page and confirmed by purchase order shall be paid.

The preferred general requirements and services are as follows:

I. Vendor Qualifications

- 1. Vendor shall have, in place and operational, a ground transportation system that operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
- 2. Vendor must have sufficient equipment to meet the transport demands of the HCSO. A minimum of sixteen (16) 15-passenger vans must be available along with other vehicles in vendor's fleet.
- 3. Vendor shall comply with all applicable state and federal laws and regulations, not limited to U.S. Department of Transportation's Federal Motor Carrier Safety Administration and the Department of Justice in the performance of this contract.
- 4. Vendor shall provide documentation with bid to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all State and Federal requirements for handling prisoners.
- 5. Harris County prefers that the vendor has provided a minimum of 5,000 prisoner transports during the past twelve (12) months.
- 6. Vendor shall provide with the proposal a sample of Department of Transportation (DOT) approved driver logs as proof of adhering to the driver-time requirements.
- 7. In assuming custody of prisoners, vendor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the HCSO written policies and procedures. Such policies, procedures and directives may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, vendor shall follow reasonable and customary operating procedures. Vendor must comply with all Federal, State and Local regulations as they pertain to contractor's services and contractor's employees.
- 8. Vendor agrees to travel the most direct route when transporting prisoners, male and/or female, for HCSO.
- 9. Vendor shall immediately report unusual incidents, emergencies and/or controversial situations that arise in the performance of services to HCSO in accordance with the HCSO directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" includes, but is not limited to, the following: any act of violence by a prisoner or other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by HCSO.
- 10. Vendor shall assume custody of prisoners from authorized agents of HCSO, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location.
- 11. Upon arrival, vendor shall surrender custody of such prisoners to HCSO or to the law enforcement agency as designated by HCSO. HCSO has the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the vendor. The vendor shall notify the Criminal Warrants Division of HCSO regarding any significant delays as soon as possible.
- 12. In the event of delays in delivering prisoners to the specified destination, whether or not beyond vendor control, including inclement weather or mechanical malfunctions, the vendor shall provide for all prisoner costs, except medical, related to such delays, including, but not limited to, food and lodging.
- 13. Vendor agrees to notify the Criminal Warrants Division within one (1) hour from receipt of a work request to transport a female prisoner, whether or not a female guard is available for the transport.

14. HCSO will provide the vendor with a pickup deadline for all prisoners. The vendor shall be fully responsible for ensuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to vendor failure to meet the pickup deadline, HCSO will be relieved of any and all costs associated with such pickup.

II. Refusal and/or Inability to Transport

- 1. The vendor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, HCSO must be notified immediately, prior to leaving the pick-up location, and there shall be no charge to HCSO.
- 2. If upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease that was unknown to the vendor and HCSO, the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence.
- 3. In the event the prisoner is unavailable, due to the fault of HCSO, HCSO will be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 25% of the original trip cost. In the event the vendor fails to contact the holding facility twelve (12) hours prior to pick up, HCSO must be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, HCSO will not be subject to a penalty charge.
- 4. Should vendor fail to pick up prisoners when booked in advance, HCSO will charge vendor a fee of \$100.00 per infraction.
- 5. Vendor shall deliver prisoners held in another jurisdiction to HCSO facilities within six (6) days from the date of pick up unless HCSO designates a shorter period of time. Failure to comply with this requirement without the consent of a Criminal Warrants supervisor of HCSO will reduce the cost of the trip by HCSO to 50% of the original price.

III. Identification / Uniform

- 1. Vendor employees shall be required to wear a uniform bearing the company logo. Street/casual clothes i.e. jeans, T-shirts with popular printed material, sandals, "flip-flops", etc. will not be acceptable. If vendor employees do not wear proper attire, the holding authority may not release the prisoner(s), and the vendor will not be compensated for the trip.
- 2. All employees of the vendor involved in the pick-up and transportation of prisoners will carry a identification (ID) that indicates information including; but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.

IV. Policy, Contingency Plan and Reporting Requirements

- 1. Vendor shall have written contingency plan in place in the event of a medical problem, accident, or prisoner escape.
- 2. Prisoners must be given an eight (8) hour rest period within any given twenty-four (24) hour period. No prisoner will travel more than twenty-four (24) hours without receiving housing. Housing will be provided to the prisoner, with the opportunity to receive proper rest, shower and meet other hygienic needs.
- 3. Prisoners must be provided restroom stops every three (3) hours during trip if no restroom facilities are provided on the transport vehicle. If restroom facilities are provided on the transport vehicle, they shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport.
- 4. Prisoners requiring medication shall be provided medication at required time intervals while en route and self-U.S. Corrections - Page 60 of 104

medication shall be appropriately documented.

- 5. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination.
- 6. Releasing agency shall be given one (1) working day notice prior to transportation agency taking custody of a prisoner unless a lesser period may be mutually agreed upon. HCSO will determine if a status change of the prisoner has occurred. In the event that a status change has occurred, thereby causing the transport cancelled, the transporting agency will contact Criminal Warrant supervisor immediately and there will be no charge to the HCSO.
- 7. Vendor is responsible for providing prisoners three balanced and nutritious meals during each twenty-four (24) hour period while in their custody.
- 8. Vendor must immediately notify the contact person in HCSO of any medical problems, escape, accident, or other incidents as outlined in the contingency plan. Should immediate notification not be possible, notification must be provided at the earliest time possible.
- 9. For prisoners traveling interstate, HCSO will be notified the day transporting agents take custody of a prisoner.
- 10. Appropriate documentation including written authority to transport prisoner (i.e., Prisoner Receipt, Property Receipt and Prisoner Medical/Medication information) will be delivered with the prisoner. The vendor will provide a detailed written report, including all prisoner activities while in transit upon prisoner delivery. The report shall list the date, times for pickup and delivery, all restroom breaks, meals, medical/behavior problems and overnight stops. The report shall also contain the transporting agents' signatures and the extradition oath for each prisoner transported.
- 11. Vendor must provide a twenty-four (24) hour, seven (7) day a week communication system for access of agency decision-makers.

V. Personnel

Vendor shall complete an evaluation of potential employees targeting desirable qualified candidates with unquestionable backgrounds. Evaluation must include, but not be limited to, a driving history, a criminal history investigation and drug and alcohol testing.

 Vendor shall be responsible for drug and alcohol testing of each employee prior to sending to HCSO for fingerprint and background check. Vendor's employees who will be providing services for HCSO will all be required to complete a background check through HCSO Background and Screening. The background check will include but not be limited to fingerprint screening. HCSO, Department of Public Safety, and Federal Bureau of Investigations (FBI) will conduct fingerprint checks. All background investigations will adhere to the rules and regulations of Reference Title 28, Code of Federal Regulations, part 20.33(a)(7) and 28 CFR 20.33(a)(6).

Vendor shall reimburse HCSO for any/all fees associated with required background checks, not to exceed onehundred dollars \$100.00 per employee.

- 2. Vendor agrees that current employees and new personnel will not be eligible to provide required services at HCSO, if a criminal record is located for the following offenses:
 - a. All felony offenses unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence.
 - b. Misdemeanor offenses that fall into the following categories:
 - 1. Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years.
 - 2. Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
 - c. Drug Offenses:
 - 1. Manufacture or sale of any illegal drug or controlled substance.
 - 2. Drug use: marijuana no usage within the past two (2) years, or any felony drug usage. No exceptions

allowed.

- d. Felony or misdemeanor convictions for the following offenses:
 - 1. Public lewdness
 - 2. Indecent exposure
 - 3. Perjury
 - 4. Tampering with a governmental record
 - 5. Impersonating a public servant
 - 6. Permitting or facilitating an escape
 - 7. Violations of the rights of a prisoner
- 3. Transporting agents shall receive at least a total of 100 hours training in all phases of short and long distance prisoner transport, applicable laws, prisoner care, custody, control, self-defense, Cardiopulmonary Resuscitations (CPR), first aid, restraints and weapons training. Vendor must be able to provide proof of training if requested by HCSO. Proof of training, for at least seven (7) years must be retained and accessible to HCSO.
- 4. Transporting agents shall be properly licensed in accord with all applicable State and Federal requirements.
- 5. A female transporting agent shall be used when transporting a female prisoner.
- 6. Vendor shall provide a list of names, ID card numbers, and signatures of transporting agent authorized to receive custody of prisoners on behalf of HCSO. Vendor shall be responsible for providing updates to the HCSO. Vendor shall furnish any and all documentation regarding certification or registration of its transport agents to the HCSO upon request.

VI. Vehicles

Vendor's vehicles at all times must meet the following requirements:

1. Vehicles only properly licensed in accordance with all applicable State and Federal regulations, allowed to provide services.

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- 2. Vehicles must separate transporting agents from prisoners, as well; separation of male and female prisoners required.
- 3. Safety equipment, at all times must be on vehicles providing services to HCSO. Safety equipment will consist of but not be limited to cell phones, first aid kits, fire extinguisher and safety triangles.
- 4. Vehicles shall be clean inside and out at all times.
- 5. Immediately, any/all vehicle accidents must be reported to HCSO Criminal Warrants Supervisor. HCSO Criminal Warrants supervisor will be furnished with any/all official accident investigation reports generated by local/state law enforcement agency and a copy of any vendor internal investigation reports related to any/all accidents.
- 6. Trip audits shall be completed on transporting agents' activity logs to assure compliance with operating standards.

VII. Restraint Equipment

- 1. Handcuffs and leg irons shall be manufactured to meet full compliance with National Institute of Justice (NIJ) Standards dealing with marking, workmanship, mechanical strength and tamper resistance.
- 2. Prisoners shall not be secured to any part of the transporting vehicle.
- 3. The practice of hogtying (the restraint of the ankles and the wrists while being tied together behind the back) shall be strictly prohibited at all times.

VIII. <u>Responsibilities Prior and During Transportation</u>

Vendors must provide the following services prior and during the transportation of prisoners arriving or departing from HCSO locations:

- 1. Positive physically identified of prisoners is required prior to transportation agents assuming custody and removing them from the holding agency. Transporting agents shall have photographs and fingerprints on hand for comparison when picking up a prisoner for HCSO.
- 2. Transporting agent of the same gender will provide a strip search of prisoners prior to transporting.
- 3. Property transported shall be inventoried and signed for by both the prisoner and the transporting agent. All transported property will be kept separated from prisoner during transportation.
- 4. At all times, during transportation prisoner's phone use is prohibited. No exceptions.
- 5. Prisoner's food to be consumed and provided on the vehicle utilized for and during transportation.
- 6. When transportation-housing facilities must be utilized, prisoners shall be lodged in secure and adequate jail facilities. Housing facility and local staff must be advised of prisoners escape potential, security threat i.e. possible gaug affiliation, disruptive group member or high profile offender. Whenever possible transportation prisoners shall be separated from the general population at the housing facility.
- 7. Prisoner injuries shall be reported to the transporting agency office and HCSO.
- 8. Transporting agents are legally responsible for prisoners under their care and control.
- 9. All escapes shall be reported immediately to local law enforcement at the scene, HCSO, and to the transportation agency office.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide unit pricing for the items below. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County may award by item, by group, by category, overall or as best serves the County. Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.

Item <u>No.</u>	Description	<u>UOM</u>	Est. <u>Oty.</u>	Unit <u>Price</u>	Total Price
	Population				
1	Male Prisoner	miles	515,000	\$ Addendum #5	\$
2	Female Prisoner	miles	98,200	\$	\$
3	Medical Condition (insulin dependent, HIV, pregnancy)	miles	15,000	\$	\$
	Additional Services				
4	Limited Service Areas (provide listing of states that fall in this category).	miles	15,000	\$	\$
5	Discount offered by vendor when multiple prisoners are picked up and dropped off at same location and time.	tier	2-10	%	
		tier	11-20	%	
		tier	21+	%	
	GRAND TOTAL				\$

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

COMPLETED PRICING IS ON ADDENDUM #5 UPDATED PRICING

Job No.: <u>20/0057</u>

Attachment a	L,
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TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpa	yer Ide	ntification Number (T.I.N.): 823201264				
		me submitting Bid/Proposal; US Corrections LLC				
Mailin	Mailing Address: PO Box 171078 Nashville, TN 37217					
		stered to do business in the State of Texas? \bigotimes Yes \Box No				
	which	individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) you operate your business				
I.	Pro seco	perty: List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a nd sheet of paper if necessary.)				
		7 Tax Acct. No.* Property address or location**				
None						
·						
** For pro	real p perty i er loca <u>Harr</u>	property account identification number assigned by the Harris County Appraisal District. roperty, specify the property address or legal description. For business personal property, specify the address where the s located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or tion. ris County Debt - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, tight; judgments, etc.)?				
		Yes \bigotimes No If yes, attach a separate page explaining the debt.				
m,	Certi	dence Certification - Pursuant to Texas Government Code §2252.001 et seq., as amended, Harris County requests Residence fication. §2252.001 et seq. of the Government Code provides some restrictions on the awarding of governmental contracts; nent provisions of §2252.001 are stated below:				
	(3)	"Nonresident bidder" refers to a person who is not a resident.				
	(4)	"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.				
		I certify that is a Resident Bidder of Texas as defined in Government Code [Company Name] §2252.001.				
	×	I certify that US Corrections LLC is a Nonresident Bidder as defined in Government Code [Company Name] §2252.001 and our principal place of business is Nashville, TN				
Revised	111/00	[City and State]				
REVISED	11/09					

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide <u>primary</u> commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

A. Workers Compensation, as required by the laws of Texas, and Employers' Liability, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

•	Each Accident:	\$1,000,000
•	Disease–Each Employee:	\$1,000,000
٠	Policy Limit:	\$1,000,000

B. Commercial General Liability, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

•	Each Occurrence:	\$1,000,000
•	Personal and Advertising Injury:	\$1,000,000
•	Products/Completed Operations:	\$1,000,000
٠	General Aggregate (per project):	\$2,000,000

C. Automobile Liability, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. Harris County shall be named Additional Insured on primary/non-contributory basis.

- Combined Single Limit-Each Accident: \$1,000,000
- Umbrella/Excess Liability (Harris County shall be named Additional Insured on primary/non-contributory basis)
 Each Occurrence/Aggregate: \$1,000,000
- E. Professional/Errors & Omissions Liability (if applicable)
 - Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Attachment h.

REFERENCES

Vendor will provide a minimum of three (3) references from companies for whom vendor has provided similar services in the past twelve months as demonstration of vendor's prior experience. If vendor prefers, Reference sheet (Attachment h) may be used. Letters must include the following information:

- Organization/Client Name/phone Number/Email Address
- Services provided
- Although Harris County would prefer references located in Harris County, it is not required
- How long have services been provided to this Client
- Include contact information for one (1) Client that services are no longer provided

References provided must be current and verifiable. Harris County may conduct reference checks to verify and validate vendors past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the bid submitted. In addition, failure to provide verifiable references may be cause for rejection of bid submitted.

Reference #1

Organization Name: <u>Please see included references on page 25 & 26 of our proposal.</u>

E-mail Address:

Address: _____

Services provided:

Reference #2

Organization Name:	
Contact Name/Telephone No.:	
E-mail Address:	
Address:	
Services provided:	

Reference #3

Organization Name:	 	
Contact Name/Telephone No.:		
E-mail Address:		
Address:	 	
Services provided:	 	

Revised 12/17

Attachment j. Questionnaire

Attachment j. Questionnaire (3 pages)

(For prospective vendors downloading this BID from Harris County BuySpeed Online at <u>https://bids.hctx.net/bso/login.jsp</u>, the Questionnaire may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

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OUESTIONNAIRE

The questionnaire requests information about the vendor which will be utilized in the evaluation process. All vendors must complete the questionnaire and answer all questions. Answers should be as thorough and definitive as possible and include all pertinent data. The completed questionnaire should be included with the response and must be provided electronically in Microsoft Excel format on CD-ROM. Failure to do so may result in disqualification. Respond to each of the following with "yes"/"no" responses. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers. All documents should be submitted on 8 ½ x 11" page size. Failure to fully and truthfully disclose the information required may result in disqualification or termination of the resulting contract. (LITIGATION/COMPLAINTS DISCLOSURE – If "Yes," provide the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation on a separate page attached to vendor's response.)

GENI	ERAL QUESTIONS	Yes	No	Response/Comments
1	Present Company Name			US Corrections LLC
2	Location of company headquarters			Nashville, TN
3	Primary Houston address			N/A
4	Owner(s)			Prisoner Transportation Services Inc.
5	Form of Business	1	-	
	Corporation	x		Limited Liability Company
	Partnership			
	Sole Proprietary			
6	Principal office location			517 Hickory Hills Blvd, Whites Creek, TN 37189
7	To be completed by Corporations			
	Date Incorporated		_	January 2014
	Under the laws of what state			North Carolina
	Provide a COMPLETE list of officers			Joel Brasfield
	Executive Officer			Joel Brasfield
8	To be completed by Partnerships		-	N/A
	Date formed			
	Is Partnership general, Limited, or associated?			
	Provide a COMPLETE list of members.			······································
	Provide a COMPLETE list of all local branch offices.			
9	Submitted by (name of person submitting questionnaire)			Dave Warden III
10	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?	X		
11	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
12	How many years has your company been in existence in its current business form and operating under the same name? Include written evidence. U.S. Corrections - Pag		~	6-years. Please see Company Overview on Page 5.

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GENI	ERAL QUESTIONS			
	Has company conducted business with Harris County in the last twenty-four (24) months? If yes, provide details.	Yes X	No	Response/Comments Prisoner transportation provider since 2006.
14	Does your company understand that due to processing procedures for Harris County, there may be up to a forty-five (45) day delay from the date the invoice is received by the using department and the Harris County's Auditor's Office before payment is available and that no consideration for special handling will be made?			
15	Provide the name of the representative to be assigned to handling all Harris County needs, facilitating communication and ensuring quality of services.			Dave Warden III
	Telephone Number (must be a local or toll free)			615-352-9798 ext. 156
	After hours contact information			727-336-9430
	Fax number (must be local or toll free) Email address			615-352-9737
TTTT				dwarden@prisonertransport.net
	GATION AND/OR COMPLAINTS DISCLOSURE	Yes	No	Response/Comments
10	If your company does not have an office in Houston, please explain how your company will provide services should Harris County decide to award to your company?			Please see proposal for current operations and capabilities. We also have an office in Central Texas.
17	Has vendor or any senior level executive ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?		×	
	Has vendor or any senior level executive to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the Harris Health System or any other federal, state or local government, or private entity?		×	
19	Has vendor or any senior level executive to be assigned to this project been involved in any claim or litigation with the Harris Health System or any other federal, state or local government, or private entity during the last ten (10) years?		×	

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Job No. 20/0057

20 Describe any litigation against vendor's company in the past five (5) years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.		×	Please see altached Lawsuit Disclosure.		
LITIGATION AND/OR COMPLAINTS DISCLOSURE	Yes	No	Response/Comments		
21 Has vendor had any complaints filed with the Better Business Bureau (BBB) for failure to perform in accordance with agreements.	_	X	response conductions		
22 Is vendor's company currently involved in any active/pending civil matters? If yes, explain.			Please see attached Lawsult Disclosure.		
QUESTIONNAIRE WILL NOT BE CONSIDERED WITHOUT NOTARY SECTION	ON CO	OMP	LETED AND RETURNED.		
State of: <u>Florida</u>	. 0				
Joel Brasfield being duly sworn, deposes and snys that he	IS_P	esia			
(Name) (Title)					
US Corrections LLC					

U.S. Corrections - Page 71 of 104 Page 3 of 3



Brazos County, TX:

Date: 11/6/2020

Basic Transports:

Base Rate: **\$1.35/mile** Minimum Charge: **\$400.00**

Special Requests*: \$400.00 per occurrence

Medical and Custom Transports**: case-by-case

Limited Service Areas***: case-by-case

<u>Medical Conditions that exclude persons from ground transport eligibility</u> include, but are not limited to, the following:

- 1. Cardiovascular problems requiring medication or prescribed procedures;
- 2. Diabetics whereby prescribed medication must be injected and/or refrigerated;
- 3. Epilepsy whereby seizure activity is not adequately controlled;
- 4. Pregnancy;
- 5. Fractured bones requiring casts or braces designed to immobilize injured areas;
- 6. Critical wounds;
- 7. Communicable diseases or any other medical condition that may place the passenger, transport personnel and other passengers at risk;
- 8. HIV positive or AIDS;
- 9. Inmates in excess of 280lbs will require additional charge for transport;

*Special Requests - Release Dates, Court Dates, Specific Pick-up/Drop-off, IAD

****Custom Transport:** Any non-standard transport that would require special concessions to be made to safely transport the offender.

<u>****Limited Service Areas</u> – Areas of the Country that are not within our normal routes and are transported by Flight only: WA, OR, NE, ND, SD, MT, ID, WY, HI, AK, ME (US Territories Included)



PO BOX 171078 NASHVILLE, TN 37217 PH: 615.352.9798 FAX: 615.352.9737 INFO@PRISONERTRANSPORT.NET

DIVISION OF WARRANTS AND EXTRADITIONS

November 6th, 2020

Lani Maness, Senior Buyer Brazos County Purchasing Department 200 S. Texas Ave., Suite 352 Bryan, TX 77803

Re: Prisoner Transportation Contract

Ms. Maness,

This letter is to authorize Brazos County, Texas to 'piggy-back' off the contract that we currently hold for Prisoner Transportation Services with Harris County, Texas.

Please contact me at 615-352-9798 ext. 156 with any questions.

Best,

Dave Warden III Sales & Marketing Manager U.S. Corrections, LLC Phone: 615-352-9798 Ext:156 Fax: 615-352-9737 dwarden@prisonertransport.net



HARRIS COUNTY PURCHASING OFFICE

AGENDA ITEM: INTERLOCAL AGREEMENT(S)/AMENDMENT(S)

COMMISSIONERS COURT DATE: November 10, 2020

Request for approval of the following and authorization for the County Judge to execute agreement(s)/amendment(s) where applicable:

	Agency/Provider	Description	Buyer	Department/Recipient	Begins	Ends	Renewal (Yes or No)	Amendment/ Agreement (No)		Amount	Price Inc. (Dec)	Comments
a.	Gulf Coast Center	Coordination of non-emergency transportation services to the elderly, disabled and low income residents through Harris County RIDES Program within urbanized areas of Pearland, Friendswood and League City	EB	Community Services Department	11/10/20	11/09/21	No	Agreement	Yes	\$125,000 (revenue)		
b.	Brazos County, Texas	Utilization of Harris County Agreements and Contracts	CAK	Harris County	11/10/20	11/09/21	No	Agreement	Yes	\$0		

DeWight Dopslauf, C.P.M., CPPO Purchasing Agent

cc: All Agencies



	YES	NO	ABSTAIN
Judge Lina Hidalgo	\checkmark		
Comm. Rodney Ellis	⊽∕	D,	
Comm. Adrian Garcia	\checkmark		
Comm. Steve Radack	\checkmark		
Comm. R. Jack Cagle	\checkmark		

Presented to Commissioners Court

November 10, 2020

Approve: E/G

ORDER OF COMMISSIONERS COURT Authorizing execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in Harris County, Texas, on November 10, 2020 , with all members present except <u>none</u>

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND BRAZOS COUNTY

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner <u>A. Garcia</u> seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	\$		
Comm, Ellis	⊠∕		
Comm. Garcia	₽⁄		
Comm. Radack	∇		
Comm. Cagle	$\overline{\mathbf{v}}$		

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

- 1. The County Judge is authorized to execute on behalf of Harris County, the Interlocal Agreement with Brazos County pursuant to Tex. Gov't Code Ann. §§ 791.001 791.030 for cooperation in the purchasing of certain materials, goods or services. The Interlocal Agreement is incorporated herein as though fully set forth word for word.
- 2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

November 10, 2020

Approve: E/G

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND BRAZOS COUNTY

THE STATE OF TEXAS § COUNTY OF HARRIS §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and Brazos County, Texas ("Brazos County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. The County and Brazos are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

Brazos County desires Harris County's assistance in purchasing certain materials, goods or services.

Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts ("Vendors").

Harris County agrees to allow Brazos County to utilize its current contracts in order to increase the efficiency and effectiveness of government.

Terms

I.

The County agrees to supply Brazos County with information concerning contracts the County currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the County currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate Brazos County to purchase any materials, goods, or services from any particular Vendor. The County shall not, under any circumstances, be obligated to procure any materials, goods, or services for Brazos County nor to include Brazos County in any procurement effort. The County reserves the right, in its sole discretion, to terminate any or all contracts with any Vendor(s) without the prior written notice or approval of Brazos County. The County owes Brazos County no obligation whatsoever for the use of Harris County's contracts. Brazos County owes no compensation to the County for

the use of its current executed contracts. Brazos County shall not allow other governmental entities including, but not limited to municipalities, agencies, departments, or counties, the use of Harris County contracts through the utilization of this Agreement.

II.

Each Vendor, in its own discretion, must agree to allow Brazos County to purchase materials, goods, or services under the contract between the Vendor and the County. The following language shall be included in each contract Brazos County enters into with a Vendor.

The materials, goods, or services subject to this contract are being procured using a County executed contract with Vendor, subject to the following.

County contracts shall only be used by Brazos County to purchase goods and services to be used by Brazos County, and are not to be included in any cooperative purchasing association or use by another governmental entity through any agreement with Brazos County;

Vendor has the right to refuse Brazos County's request to use the County's contract;

If Vendor agrees to contract with Brazos County using a County contract, then all materials, goods, or services purchased under the Agreement between Brazos County and Vendor shall be in accordance with the current County contract;

In the event that the contract was procured using a Request for Proposals or any other procurement process that allows for negotiation, Brazos County may negotiate pricing and terms that would apply to Brazos County only;

Brazos County shall have no authority whatsoever to change any terms, conditions, or pricing in any County contract;

Vendor shall bill Brazos County directly for any and all materials, goods, or services purchased by Brazos County;

Vendor shall look only to Brazos County for any and all compensation owed for purchases made by Brazos County under the County contract; and

Vendor shall settle any and all disputes with Brazos County concerning any purchases made by Brazos County. The County shall not be a party to any dispute between Vendor and Brazos County, nor be responsible in any way for the acts or omissions of Brazos County. All the materials, goods, or services procured using the County contracts shall be procured by Brazos County in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the Purchasing and Contracting Authority of Municipalities, Tex. Loc. Gov't Code Ann. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by said Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and Brazos County shall be handled between Brazos County and Vendor. Vendors shall bill Brazos County directly for all materials, goods, or services ordered by it. Brazos County understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to TEX. GOV'T CODE ANN. §§ 101.021, et. seq., as amended.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, BRAZOS COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF BRAZOS COUNTY, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR **OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT;** OR FAILURE TO PAY A VENDOR; COMMITTED BY BRAZOS COUNTY OR BY ANY PERSON EMPLOYED BY BRAZOS COUNTY, OR BRAZOS COUNTY'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH BRAZOS COUNTY EXERCISES CONTROL. BRAZOS COUNTY SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY HARRIS COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON HARRIS COUNTY AS THE RESULT OF SUCH ACTIVITIES BY BRAZOS COUNTY, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH BRAZOS COUNTY EXERCISES CONTROL.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

VII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

VIII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Harris County shall have the right to immediately terminate this Agreement upon a material breach by Brazos County, which shall include but not be limited to noncompliance with Article II.

Any Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Parties to this Agreement. The obligations of Brazos County to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the County contracts, until performed or discharged by Brazos County. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Harris County or Brazos County at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Brazos County:Brazos County Purchasing Dept.
200 S. Texas Ave., Suite 352
Bryan, TX 77803
Attn: Senior BuyerTo Harris County:Harris County Purchasing Agent
1001 Preston, Suite 670
Houston, Texas 77002
Attn: Chris Kaminski

Any Party may designate a different address by giving the other Party ten (10) days written notice.

Х.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

XI.

EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

[EXECUTION PAGE FOLLOWS]

Page 5 of 6

IX.

BRAZOS COUNTY, TEXAS By: **DUANE PETERS BRAZOS COUNTY JUDGE**

By:

HARRIS COUNTY

- LINA HIDALGO COUNTY JUDGE

ATTEST: By: Name: By Title: APPRO 6 FOR

APPROVED AS TO FORM: VINCE RYAN COUNTY ATTORNEY

any Bangs By: I Titlany Bangs

Assistant County Attorney C.A. File 20GEN2608

GENERA COUNSEL By: ZRAN



DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETIN	NG:	3/12/2024	
ITEM:		Approval of Change Order #1 to CIP #24-609 Replacement of Various Roofs-Phase XII Expo Center for additional labor and materials in the amount of \$1,795, increasing the total contract amount to \$32,415.00.	
TO:		Commissioners Court	
FROM:		Presley Nelson	
DATE:		03/06/2024	
FISCAL IMPACT:		True	
BUDGETED:		False	
DOLLAR AMOUNT:		\$0.00	
ATTACHMENTS:			
File Name	<u> </u>	Description	<u>Type</u>
Partly Executed Change Or	der #1.pdf	Change Order #1	Backup Material
Change_Order_#1_A.pdf	I	Exhibit A	Backup Material
Change_Order_#1_B.pdf	I	Exhibit B	Backup Material



Che		0	r cl S) '
C.O. No:				
Date:	March 4, 2024		_	
Job No.:	24-609			
Job Locatio	n: Brazos County	Ехро	Center	

Job Location: Brazos County Expo Center Roof Work Replace fasteners on North Arena metal expansion joint

Tax Exempt: Yes <u>x</u> No___

1725 S. Velasco Angleton, Texas 77515 979-265-6101

To: <u>Brazos County</u> 300 E. 26th St. Bryan TX. 77803

Attn: <u>William C. Wendt</u>

Description:

- 1. Provide and install new oversized roof fasteners with grommets at the metal expansion joint on the North-side of the North Arena.
- 2. Sales tax is not included.

TOTAL ADD TO CONTRACT AMOUNT \$ 1,795.00

We agree to make all the designated changes or additional work. The price of this contract:

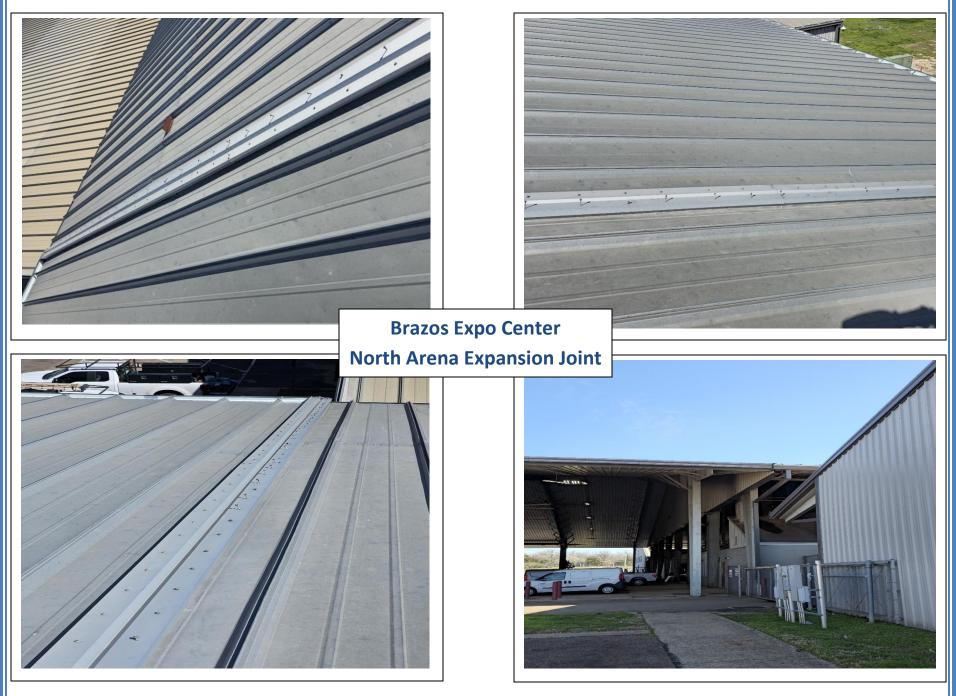
Increases □ Decreases and will be □ Lump sum as specified □ Lump sum to be estimated or □ Cost Plus 18%

Date of Changes or Additional Work:	Printed Name/Title:
	DUANE PETERS, COUNTY JUDGE
Authorized Signature:	Date:
	3/12/2024
bun the	

ACCEPTED. The above prices and specifications of this order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise specified. Payment shall be made upon completion in accordance with above specifications, payable to Jaco Roofing & Construction, Inc., P.O. Box 937, Clute, Texas, Brazoria County.



Jaco Roofing & Construction, Inc.



Jaco Roofing & Construction, Inc.



DEPARTMENT:	NUMBER:	
DATE OF COURT MEETING:	3/12/2024	
ITEM:	Approval of Expenditure Journal Entry for Brazos (February 2024 cash contribution of \$48,581.36 to	
TO:	Commissioners Court	
DATE:	03/06/2024	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	\$0.00	
ATTACHMENTS:		
	Description	Туре
Specialty Court Invoice - 2024- 002 December 2023 - February 2024.docx	CSCD Specialty Invoice	Backup Material



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT:	NUMBER:	
DATE OF COURT MEETING:	3/12/2024	•
ITEM:	Approval of expenditure journal entry for Brazos C February 2024 cash contribution of \$48,581.36 to	•
TO:	Commissioners Court	
DATE:	03/06/2024	
FISCAL IMPACT:	False	÷ .
BUDGETED:	False	•
DOLLAR AMOUNT:	\$0.00	
ATTACHMENTS:		
File Name	Description	<u>Type</u>
Specialty_Court_Invoice2024- 002_December_2023February_2024.docx	CSCD Specialty Invoice	Backup Material

APPROVED 3/12/24 Date

Duane Peters County Judge



BRAZOS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

JENNIFER GOERIG, DIRECTOR

March 6, 2024

INVOICE

Brazos County Attn: Megan Mason

Invoice Number: 2024-002

Invoice Description: Actual payroll and benefits expenditures for Specialty Court – December 2023 – February 2024

Amount due: \$48,581.36

Please do a journal entry for the above amount to move funding revenues to the CSCD.

Please see attached documentation for payroll expenditures.



DEPARTMENT:	NUMBER:	
DATE OF COURT MEETING:	3/12/2024	
ITEM:	Overpaym • a. Piri Investments, LLC - \$40.00 • b. Henry & Eddie C Adreon - \$104.49 • c. Teresa Posada - \$210.61 • d. Mary Ann Nutall-Salter - \$78.55 • e. Karen M and Jesus G Ocana - \$237.85 • f. Justin Chatham - \$1,000.00 • g. Tap Lard Development, LLC - \$217.30 • h. Tracy Davis - \$49.33 • i. Bicalho Rodrigo Carvalho & Marcel Lucca • j. Ray & Jana Sprayberry - \$36.05	
TO:	Commissioners Court	
DATE:	03/06/2024	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	\$0.00	
ATTACHMENTS: File Name CC_Refund_Request-03_05_2024_ (002).pdf	Description Tax Refund Applications	<u>Түре</u> Backup Material

Kristeen Roe, CTA, PCC Brazos County Tax Assessor/Collector 4151 County Park Ct Bryan TX 77802 979-775-9930 979-775-9938 Fax

REFUNDS PENDING 03/05/2024

REQUESTOR	PIRI INVESTMENTS LLC	
ADDRESS	PO BOX BB, COLLEGE STATION, TX 77841	
OWNER NAME	COMMUNICATIONS TECHNOLOGY	
PROP ID#	99681	
REFUND AMOUNT	\$40.00	
r =		
REQUESTOR	HENRY ADREON D & EDDIE C	
ADDRESS	7209 EASTCREST DR, AUSTIN, TX 78752	
OWNER NAME	HENRY DENSON W % HENRY ADREON	
PROP ID#	29319	
REFUND AMOUNT	\$104.49	
<u>_</u>		
REQUESTOR	POSADA TERESA	
ADDRESS	1904 AVENUE D, BRYAN, TX 77803	
OWNER NAME	PAYTON TERESA & ESTELLA NEWTON	
PROP ID#	30231	
REFUND AMOUNT	\$210.61	
REQUESTOR	NUTALL-SALTER MARY ANN	
ADDRESS	1306 DOUGLAS ST, BRYAN, TX 77808	
OWNER NAME	DAILY MARY ANN NUTALL % MARY SALTER	
PROP ID#	21549	
REFUND AMOUNT	\$78.55	
REQUESTOR	OCANA KAREN M & JESUS G OCANA	
ADDRESS	3137 MARGARET RUDDER PKWY, BRYAN, TX 77808	
OWNER NAME	OCANA KAREN M & JESUS G OCANA	
PROP ID#	405496	
REFUND AMOUNT	\$237.85	
REQUESTOR	CHATHAM JUSTIN	
ADDRESS	PO BOX 409, HEARNE, TX 77859	
OWNER NAME	THOMAS JOYCE M CHATHAM (LIFE ESTATE)	
PROP ID#	32470	
REFUND AMOUNT	\$1000.00	
REQUESTOR	TAP LARD DEVELOPMENT LLC % CONTROLLER	
ADDRESS	3131 CLUB DR, BRYAN, TX 77807	
OWNER NAME	TAP LARD DEVELOPMENT LLC % CONTROLLER	
PROP ID#	14137	
REFUND AMOUNT	\$217.30	
PEOLIESTOP		
REQUESTOR ADDRESS	DAVIS TRACY	
	1104 LINCOLN ST, BRYAN, TX 77808	
OWNER NAME	DAVIS HENRIETTA % DAVIS TRACY	

21623

\$49.33

PROP ID#

REFUND AMOUNT

Kristeen Roe, CTA, PCC Brazos County Tax Assessor/Collector 4151 County Park Ct Bryan TX 77802 979-775-9930 979-775-9938 Fax

.

REQUESTOR	BICALHO RODRIGO CARVALHO & MARCELA LUCCAS DE SOUZA
ADDRESS	1520 WAYFARER LN, COLLEGE STATION, TX 77845
OWNER NAME	BICALHO RODRIGO CARVALHO & MARCELA LUCCAS DE SOUZA
PROP ID#	92398
REFUND AMOUNT	\$1030.22

REQUESTOR	RAY & JANA SPRAYBERRY		
ADDRESS	405 WALTON DR COLLEGE STATION TX 77840	405 WALTON DR COLLEGE STATION TX 77840	
OWNER NAME	RAY & JANA SPRAYBERRY		
PROP ID#	23541		
REFUND AMOUNT	\$ 36.05		

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR		
ADDRESS	· ·	
OWNER NAME		
PROP ID#		
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REQUESTOR	
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REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	·
REFUND AMOUNT	

REQUESTOR		4-4
ADDRESS		
OWNER NAME		
PROP ID#	· · ·	
REFUND AMOUNT		· · · · · · · · · · · · · · · · · · ·

Collecting Office Name Brazos County Tax (4151 County Park C	Office Court	Brazo Brya	<i>Collecting Tax for: (taxing entities)</i> Brazos County, City of Bryan, City of College Statior Bryan ISD, College Station ISD, F1, F2, F3, F4,						
Bryan, Texas 77802	2 Ph. 979-775-9930	City	of Kurten, Navasc	ota ISD					
OWNER'S NAME AND	D ADDRESS								
COMMUNICATIONS T	ECHNOLOGY								
% PIRI ENTERPRISES I	NC ATTN PIRI LATIF			,					
PO BOX BB									
COLLEGE STATION TX									
PROPERTY DESCRIPT									
Legal: BUSINESS PER									
Address: 2401 S TEX	AS AVE ,			·					
Account # 99681									
TAX PAYMENT INFOR	RMATION		•••	,					
Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested					
Name of Taking Othe									
ZREFUND Taxpayer's reason for r REFUND TO:	2023 efund: OP-Overpayment	01/31/2024	\$558.99 -	\$40.00					
ZREFUND Taxpayer's reason for r REFUND TO: PIRI INVESTMENTS L PO BOX BB	2023 efund: OP-Overpayment	01/31/2024	\$558.99 -						
ZREFUND Taxpayer's reason for r	2023 efund: OP-Overpayment	01/31/2024	\$558.99						
ZREFUND Taxpayer's reason for r <u>REFUND TO:</u> PIRI INVESTMENTS LI PO BOX BB COLLEGE STATION T) Sign below and return f	2023 refund: OP-Overpayment LC < 77841-5022 form to the Brazos County T	01/31/2024 t ax Office.	- - 						
ZREFUND Taxpayer's reason for r REFUND TO: PIRI INVESTMENTS LI PO BOX BB COLLEGE STATION T) Sign below and return f	2023 refund: OP-Overpayment LC < 77841-5022 form to the Brazos County T	01/31/2024 t ax Office.	- - 	\$40.00					
ZREFUND Taxpayer's reason for r REFUND TO: PIRI INVESTMENTS LI PO BOX BB COLLEGE STATION T) Sign below and return f	2023 refund: OP-Overpayment LC < 77841-5022 form to the Brazos County T	01/31/2024 t ax Office.	hat the information $\frac{2}{2}$	\$40.00					
ZREFUND Taxpayer's reason for r <u>REFUND TO:</u> PIRI INVESTMENTS LI PO BOX BB COLLEGE STATION T) Sign below and return f	2023 refund: OP-Overpayment LC < 77841-5022 form to the Brazos County T	01/31/2024 t ax Office.	- - 	\$40.00					
ZREFUND Taxpayer's reason for r REFUND TO: PIRI INVESTMENTS L PO BOX BB COLLEGE STATION TO Sign below and return f "I hereby apply for the Signatuke Signatuke	2023 refund: OP-Overpayment LC < 77841-5022 form to the Brazos County T	01/31/2024 t ax Office.	hat the information $\frac{2}{Date}$	\$40.00 n on this form is true and correct lof24 ENTINCODCO					
ZREFUND Taxpayer's reason for r <u>REFUND TO:</u> PIRI INVESTMENTS LI PO BOX BB COLLEGE STATION T) Sign below and return f	2023 refund: OP-Overpayment LC < 77841-5022 form to the Brazos County T	01/31/2024 t ax Office.	hat the information $\frac{2}{2}$	\$40.00 n on this form is true and correct lof24 ENTINCODCO					
ZREFUND Taxpayer's reason for r REFUND TO: PIRI INVESTMENTS LI PO BOX BB COLLEGE STATION TO Sign below and return f "I hereby apply for the JAHA Jun Signatuke Signatuke Signatuke ADD - 5 5 4 - 4 Phone #	2023 refund: OP-Overpayment LC C 77841-5022 form to the Brazos County T refund of the above-describ	01/31/2024 t ax Office. bed taxes and certify t	hat the information 2) / Date 1 1 Email Address	\$40.00 n on this form is true and correct lof24 ENTINCODCO					
ZREFUND Taxpayer's reason for r REFUND TO: PIRI INVESTMENTS LI PO BOX BB COLLEGE STATION T> Sign below and return f "I hereby apply for the JAH Ju Signatuke Signatuke ADD - 5 5 4 - 4 Phone #	2023 refund: OP-Overpayment LC C 77841-5022 form to the Brazos County T refund of the above-describ	01/31/2024 t ax Office. bed taxes and certify t	hat the information 2) / Date 1 1 Email Address	\$40.00 In on this form is true and correct $10 \int 24$ ENT INCODCO					

Authorized Officer Signature

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Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

02/09/2024 02:54PM

PH# (979) 775-9930 KRISTEEN ROE, CTA BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt Number	
3342956 ·	
Date Posted 01/31/2024 Payment Type P Payment Code Over/Refund. Total Paid \$558.99	

PAID BY:

PIRI INVESTMENTS LLC PO BOX BB COLLEGE STATION, TX 77841

Property ID 99681	Geo 899700	-0000-0802	2		egal Acres			INICATIO	Name and NS TECHN	OLOGY	
	· · · · · · · · · · · · · · · · · · ·		gal Description				PO BOX				
BUSINESS PERSONA	L PROPER	YTY				· · · · · · ,			ON. TX 77	841-5022	
Situs 2401 S TEXAS AVE			DBA Name COMMUNIC/		CHNOLOGY						
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discrits		Att Fees	Overage	Amount Pd
Z REFUND ENTITY	<u> </u>	0.00000	0	148983	N -	40.00	0.00	~ o.öo	0.00	0.00	40.00
BRAZOS COUNTY	2023	0.40970	26,173	28988	N	107.23	0.00	0.00	0.00	0.00	107.23
CITY OF BRYAN	2023	0.62400	26,173	28988	Ν	163.32	0.00	0.00	0.00	0.00	163.32
BRYAN ISD	2023	0.94920	26,173	28988	N	248.44	0.00	0.00	0.00	0,00	248.44 558.99

Balance Due As Of 01/31/2024: -40.00

Tender	•	Details				• -	••••	 	Description		Amount
Check		80035	• •	-	-		• •	 		···	558,99

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Operator Batch 49904 (02/09/2024TM)

tmoore

- -

Total Paid

558.99

APPLICATION	FOR	ΤΑΧ Ι	REFUND
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Collecting Office Name									
Brazos County Tax Office									
4151 County Park Court	-								
Bryan, Texas 77802	Ph. 979-775-9930								

Collecting Tax for: (taxing entities) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

HENRY DENSON W % HENRY ADREON 7209 EASTCREST DR AUSTIN TX 78752-2439 **PROPERTY DESCRIPTION** Legal: HOLLOW HEIGHTS, LOT 17 & 15-16, ACRES 2.02 Address: 6611 MERKA RD , Account # 29319

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested	
ZREFUND	2023	02/08/2024	\$2422.01	\$104.49	
Taxnaver's reason for I	refund: OP-Overpayment				

on for refuna: OP-Ove

REFUND TO: HENRY ADREON D & EDDIE C 7209 EASTCREST DR AUSTIN TX 78752-2439

Sign below and return form to the Brazos County Tax Office. "I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Signature 8284 512 627

Phone #

angecalls@gmail.com

I

If-you-make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tax refund is Approved] Disapproved ſ ſ

3/12/24

Date

Authorized Officer Signature

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

TAX RECEIPT

\$2,422.01

PH# (979) 775-9930 KRISTEEN ROE, CTA BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receij	umber									
3342230										
Date Posted	. •	01/31/2024								
Payment Type	• •	P								
Payment Code		Over/Refund								

.

Total Paid

PAID BY:

HENRY ADREON D HENRY EDDIE C 7209 EASTCREST DR AUSTIN, TX 78752

Property ID Geo 29319 334000-0000-0170 Legal Description HOLLOW HEIGHTS, LOT 17 & 15-16, ACRES 2.02					egal Acres 0200	es Owner Name and Address HENRY DENSON W % HENRY ADREON 7209 EASTCREST DR AUSTIN, TX 78752-2439						
Situs 6611 MERKA RD,			DBA Name	9. ·				• .				
Entity Z REFUND ENTITY EMG SVCS DIST #3 BRAZOS COUNTY BRYAN ISD	Year 2023 2023 2023 2023 2023	Rate 0.00000 0.02400 0.40970 0.94920	Taxable Value 0 167,584 167,584 167,584	Stmt # 148965 59173 59173 59173	Void N N N N	Original Tax 104.49 40.22 686.59 1,590.71	Discnts 0.00 0.00 0.00 0.00	P&I 0.00 0.00 0.00 0.00	Att Fees 0.00 0.00 0.00 0.00	Overage A 0.00 0.00 0.00 0.00	mount Pd 104.49 40.22 686.59 1,590.71 2,422.01	

Balance Due As Of 01/31/2024: -104.49

Tender Details Check 272	Description Amount 2422.01 2422.01 2422.01 2422.01
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Batch Operator 49878 (02082024_LE) lemerson

True Automation, Inc.

APPLICATION FOR TAX REFUND Collecting Tax for: (taxing entities) Collecting Office Name Brazos County, City of Bryan, City of College Station **Brazos County Tax Office** Bryan ISD, College Station ISD, F1, F2, F3, F4, 4151 County Park Court Bryan, Texas 77802 Ph. 979-775-9930 City of Kurten, Navasota ISD **OWNER'S NAME AND ADDRESS PAYTON TERESA & ESTELLA NEWTON** 1904 AVENUE D BRYAN TX 77803-1207 **PROPERTY DESCRIPTION** Legal: JONES-BROCK, BLOCK H, LOT 3 Address: 1904 AVENUE D , Account # 30231 TAX PAYMENT INFORMATION Tax Year of Refund **Payment Date Amount Paid Refund Amount Requested** Name of Taxing Unit ZREFUND 2023 02/16/2024 \$250.00 \$210.61 Taxpayer's reason for refund: OP-Overpayment **REFUND TO: POSADA TERESA 1904 AVENUE D** BRYAN TX 77803-1207 Sign below and return form to the Brazos County Tax Office. "I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct." Signatur Email Address Phone If you make a false Statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony 💴 under Texas Penal Code Section 37.10. TAX REFUND DETERMINATION

The tax refund is [Approved]] Disapproved

3/12/24

Authorized Officer Signature

Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

PH# (979) 775-9930 KRISTEEN ROE, CTA BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Rece	pt Nu	imber
33	3444	71
Date Posted	.44	02/16/2024
Payment Type		P
Payment Code	5	Over/Refund
Total Paid	-1	\$250.00

PAID BY:

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POSADA TERESA 1904 AVE D BRYAN, TX 77803

Property ID	Geo			Leç	al Acres		1 1 1 5 S		r Name and		
30231	362000-	0008-0030)	0.0	000			N TERES /ENUE D	A & ESTEL	LA NEWTO	NC
		Le	gal Description	······	2 <u>2</u>			TX 778			
JONES-BROCK, BLO	CK H, LOT	3									
Situs		,	DBA Name	9			•				
1904 AVENUE D							:			-	
							5.000				America Del
Entity	Year	Rate	Taxable Value	Stmt #	Void		and the state of the second	<u>P&I</u>	Att Fees		Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149024	N	210.61	0.00	0.00	0.00	0.00	210.61
BRAZOS COUNTY	2023	0.40970	90,628	100746	N	14.59	0.00	1.02	0.00	0.00	15.61
CITY OF BRYAN	2023	0.62400	90,628	100746	N	22.23	0.00	1.55	0.00	0.00	23.78 250.00
								<u></u> E	alance Due	As Of 02/16/	2024: -210.61
			Tender	Details				Déscrint	ion 👔 👘		Amount
			Money Order	29096679251				p		. A BE State	250.00
			Money Order	2000019201							250.00

Page: 1

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ioni, Inc. True Au d

Total Paid

250.00

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan, Texas 77802 Ph. 979-775-9930 Collecting Tax for: (taxing entities) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

DAILY MARY ANN NUTALL % MARY SALTER 1306 DOUGLAS ST BRYAN TX 77808-5523 PROPERTY DESCRIPTION Legai: CASTLE HEIGHTS, BLOCK 21, LOT 6 Address: 1306 DOUGLAS ST , Account # 21549

TAX PAYMENT INFORMATION

Name of Taxing Unit ZREFUND	Tax Year of Refund 2023	Payment Date 01/31/2024	Amount Paid \$548.00	Refund Amount Requested \$78.55
Taxpayer's reason for	refund: OP-Overpayment			
REFUND TO:				
SALKTER MARY AND	I NUTALL-			
1306 DOUGLAS ST				
				•

"I hereby apply for the refund of the above-described taxes) and certify that the information on this form is true and correct."

16 alman. L Email Addre

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tax refund is [V] Approved] Disapproved

112124 Date

Authorized Officer Signature

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

TAX RECEIPT

KRISTEEN ROE, CTA PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt	Number
3342	592
Date Posted	01/31/2024
Payment Type	P
Payment Code	Over/Refund

\$548.00

1

Total Paid

PAID BY:

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NUTALL-SALTER MARY ANN 1306 DOUGLAS ST BRYAN, TX 77808

Property ID 21549 CASTLE HEIGHTS, BL Situs		-0021-0060 Le	gal Description		egal Acres		DAILY M % MARY 1306 DO BRYAN,	ARY AN SALTER UGLAS	ST	i Address	
1306 DOUGLAS ST		·	DDA	····	·	,	i				I.
•						:	· · · ··-				
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	.Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	148972	N	78,55	0.00	0.00	0.00	0,00	78,55
BRAZOS COUNTY	2023	0.40970	23,675	33579	N	97.00	0.00	0.00	0.00	0.00	97.00
CITY OF BRYAN	2023	0.62400	23,675	33579	N	147.73	0.00	0.00	0.00	0.00	147.73
BRYAN ISD	2023	0.94920	23,675	33579	N	224.72	0.00	0.00	0.00	0.00	224.72
											548.00
									Balance Due	As Of 01/31	1/2024: -78.55
			Tender Check	Details 1582				Qescripț	iọn	- 44 - 14 - 14 - 14 - 14 - 14 - 14 - 14	Amount' 548.00

548.00

Total Paid

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548.00

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49879 (02/08/2024TM)

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APPLICATION FOR TAX REFUND

Collecting Office Name	
Brazos County Tax Off	ice
4151 County Park Cou	rt
Bryan, Texas 77802	Ph. 979-775-9930

Collecting Tax for: (taxing entities) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

OCANA KAREN M & JESUS G OCANA 2127 STONE MEADOW CIR BRYAN TX 77803-2585

PROPERTY DESCRIPTION

Legal: STONE HAVEN COMMUNITY, SPACE 2127 STONE MEADOW CIR, SER# PHH320TX1625746A, HUD# PFS1169023 Address: 2127 STONE MEADOW (PVT) CIR, Account # 405496

TAX PAYMENT INFORMATION

Name of Taxing Unit	-Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested	
ZREFUND	2023	10/27/2023	\$662.61	\$237.85	

Taxpayer's reason for refund: OP-Overpayment

<u>REFUND TO:</u>	
OCANA KAREN M & JESUS G	OCANA
2127 STONE MEADOW CIR-	3137 Margaret Rudder PKWY
BRYAN TX 77803-2585	Bryan, TX 77808

Sign below and return form to the Brazos County Tax Office. "I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

JKE 17802 @GMAIL. COM

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tax refund is [Approved Disapproved

3/12/24

Authorized Officer Signature

Phone #

Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

PH# (979) 775-9930 KRISTEEN ROE, CTA BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt	Number
326	6580 !
Date Posted	10/27/2023
Payment Type Payment Code	Over/Refund
Total Paid	\$662.61

PAID BY:

OCANA KAREN M & JESUS G OCANA 2127 STONE MEADOW CIR BRYAN, TX 77803-2585

Property ID	Geo	<i>-</i>			egal Acres		····		Name and		. ,
405496 STONE HAVEN CON PFS1169023 Situs 2127 STONE MEA		PACE 2127 8	gal Description TONE MEADOW C	IR, SER# PI	.0000 iH320TX162	5746Ã, HUD#	2127 S		A & JESUS ADOW CIR 3-2585	G OCANA	
Entity Z REFUND ENTITY BRAZOS COUNTY CITY OF BRYAN	Year 2023 2023 2023 2023	Rate 0.00000 0.40970 0.62400	Taxable Value 0 4,872 64,872	Stmt # 148386 96478 96478	Void N N N	Original Tax 237.85 19.96 404.80	Discnts 0.00 0.00 0.00	P&I 0.00 0.00 0.00	Att Fees 0.00 0.00 0.00	Överage A 0.00 0.00 0.00 0.00	mount Pc 237.8 19.96 404.80 662.6
	<u>-</u> .		Tender	Details REPOST				Descripți 2023 ESCI	on	As Of 10/27/20	23: -237.85 Amount 662.6

662.61

Total Paid

True Automation, Inc.

662.61

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Collecting Office Name Brazos County Tax O 4151 County Park Co Bryan, Texas 77802		Braz Brya	<i>Collecting Tax for: (taxing entities)</i> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD				
OWNER'S NAME AND THOMAS JOYCE M CHA PO BOX 409 HEARNE TX 77859-386	THAM (LIFE ESTATE)						
PROPERTY DESCRIPTIO	<u>DN</u> DDN PH 3, BLOCK 4, LO	Τ3		· · ·			
TAX PAYMENT INFORM Name of Taxing Unit ZREFUND	VIATION Tax Year of Refund 2022	Payment Date 08/01/2023	Amount Paid \$1000.00	Refund Amount Requested \$1000.00			
REFUND TO: JUSTIN CHATHAM PO BOX 409 HEARNE TX 77859-386	rm to the Brazos County Ta	x Office.					
"I hereby apply for the re Signature			02/ Date	n on this form is true and correct." <u>29 (2024</u> <u>Chatham@attin</u> et s			
If you make a false state under Texas Penal Code	• •	ou could be found gu	ilty of a Class A mi	sdemeanor or a state jail felony			
TAX REFUND DETER	MINATION						

Authorized Officer Signature

Date

web.

PH# (979) 775-9930 KRISTEEN ROE, CTA BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt Number							
3264537							
Date Posted	08/01/2023						
Payment Type Payment Code	Over/Refund						
Total Paid	\$1,000.00						

PAID BY:

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CHATHAM JUSTIN **PO BOX 409** HEARNE, TX 77859

Property ID 32470	Geo 405000-0304	0030		egal Acres .0000	·	THOMA PO BOX	S JOYCE	Name and M CHATHA	Address M (LIFE ES	T
		Legal Descriptio	n				E. TX 778	59-3865		:
MCCULLOCH ADDN P	H 3, BLOCK 4, L				• •• • • • •			00-0000		1
Situs .		DBA Na	ime -		-	•				
1204 CALIFORNIA S	π <u>-</u>					1				i
					i	·				
Entity	Year Rat	e Taxable Valu	ie Stmt#	Void	Original Tax	Discnts	P&I	Att Fees	Overage A	mount Pd)
Z REFUND ENTITY	2022 0.00	000	0 146603	N	1,000.00	0.00	0.00	0.00	0.00	1,000.00
										1,000.00
							Ba	ance Due As	Of 08/01/202	3: -1000.00

Tender Details Descrip Credit Card CC XX-2023 Conv. Charge 0.00		Amount 1000.00
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1000.00

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Total Paid

1,000.00

APPLICATION F	OR TAX REFUND						
Collecting Office Name	е	Colle	Collecting Tax for: (taxing entities)				
Brazos County Tax (Braze	Brazos County, City of Bryan, City of College Station				
4151 County Park C	ourt		• •	tion ISD, F1, F2, F3, F4,			
Bryan, Texas 77802	2 Ph. 979-775-9930	City	of Kurten, Navasc	ota ISD			
OWNER'S NAME AND	D ADDRESS						
TAP LARD DEVELOPM	IENT COMPANY LLC						
% CONTROLLER				·			
3131 CLUB DRIVE	_		•				
BRYAN TX 77807-759			w.				
PROPERTY DESCRIPT							
•	WOOTEN (ICL), TRACT 3	6.5, 19.235 ACRES)				
Address: W VILLA M	akia KD ,						
Account # 14137							
TAX PAYMENT INFOR	RMATION						
Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested			
ZREFUND	2023	01/31/2024	\$22198.20	\$217.30			
Coveravor's roscon for .	efund: OP-Overpayment	•					
Tavhader 2 Leason tot 1	erunu. Or-Overpayment	6					
	endina. Or-Overpayment	L					
REFUND TO:	MENT COMPANY LLC	L					
<u>REFUND TO:</u> TAP LARD DEVELOPN		L					
<u>REFUND TO:</u> TAP LARD DEVELOPN % CONTROLLER		L					
<u>REFUND TO:</u> TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE	MENT COMPANY LLC	L					
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f	MENT COMPANY LLC 95 form to the Brazos County T	ax Office.		· · · · · · · · · · · · · · · · · · ·			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f	MENT COMPANY LLC 95 form to the Brazos County T	ax Office.	hat the informatio	n on this form is true and correct."			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f	MENT COMPANY LLC 95 form to the Brazos County T	ax Office.		, .			
REFUND TO: TAP LARD DEVELOPN & CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "1 hereby apply for the	MENT COMPANY LLC 95 form to the Brazos County T	ax Office.	2	n on this form is true and correct." るフ・みのみ4			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "I hereby apply for the Signature!	MENT COMPANY LLC 95 form to the Brazos County T refund of the above-describ March, Confrod	ax Office.	Q. Date	27.2024			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "I hereby apply for the	MENT COMPANY LLC 95 form to the Brazos County T refund of the above-describ March, Confrod	ax Office.	Q. Date	27.2024			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "I hereby apply for the Culou J. Signature	MENT COMPANY LLC 95 form to the Brazos County T refund of the above-describ March, Confrod	ax Office.	Q. Date	atetradifions.com			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "I hereby apply for the Quant 7. (Signature 979-779- Phone # If you make a false stat	MENT COMPANY LLC 95 form to the Brazos County T refund of the above-describ Mad, Confrod 1007 1007	ax Office. Ded taxes and certify t	Daite Daite Email Address	atetradifions.com			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "1 hereby apply for the Qulow 7. Signature 979-779- Phone #	MENT COMPANY LLC 95 form to the Brazos County T refund of the above-describ Mad, Confrod 1007 1007	ax Office. Ded taxes and certify t	Daite Daite Email Address	atetraditions.com			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "1 hereby apply for the Callon 7. Signature 979-779- Phone # If you make a false stat under Texas Penal Code	MENT COMPANY LLC 95 form to the Brazos County T refund of the above-describ Mand, Confrond 1007 tement on this application, y e Section 37.10.	ax Office. Ded taxes and certify t	Daite Daite Email Address	atetraditions.com			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "1 hereby apply for the Caulan 7. (Signature 979-779- Phone # If you make a false stat under Texas Penal Code	MENT COMPANY LLC 95 form to the Brazos County T refund of the above-describ Mand, Confrond 1007 tement on this application, y e Section 37.10.	ax Office. Ded taxes and certify t	Daite Daite Email Address	atetraditions.com			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "I hereby apply for the OutOut 7. Signature 979-749- Phone # If you make a false stat under Texas Penal Code	MENT COMPANY LLC form to the Brazos County T refund of the above-describ Mad, Confrold 1007 tement on this application, y e Section 37.10. RMINATION	Tax Office. Ded taxes and certify t	2 <u>Dàte</u> <u>Email Addres</u> tilty of a Class A mi	27.2024 nfCtradifions.com s sdemeanor or a state jail felony			
REFUND TO: TAP LARD DEVELOPN % CONTROLLER 3131 CLUB DRIVE BRYAN TX 77807-759 Sign below and return f "I hereby apply for the Quant 7. (Signature 979-779- Phone # If you make a false stat	MENT COMPANY LLC form to the Brazos County T refund of the above-describ Mad, Confrold 1007 tement on this application, y e Section 37.10. RMINATION	Tax Office. Ded taxes and certify t	Daite Daite Email Address	27.2024 nfCtradifions.com s sdemeanor or a state jail felony			

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Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

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TAX RECEIPT

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PH# (979) 775-9930 KRISTEEN ROE, CTA BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt Number									
3344530									
Date Posted	01/31/2024								
Payment Type	P								
Payment Code	Over/Refund								
Total Paid	\$22,198.20								

PAID BY:

TAP LARD DEVELOPMENT COMPANY LLC % CONTROLLER 3131 CLUB DRIVE BRYAN, TX 77807-7595

Property ID	Geo			L.	egal Acres	1	· · · · · · · · · · · · · · · · · · ·		Name and		and the local data of the loca
14137	005901	-0036-0050)		9.2350				LOPMENT	COMPANY	Y LLC
		<u>م ا</u> <u>د</u>	gal Description			·····	, , , , , , , , , , , ,	ROLLER			
005901, T J WOOT		ACT 36 5 1	QAI DESCRIPCION		•	Ł					
Situs		ACT 30.3, 1	DBA Name	·····		·	BRYAN	TX 7780	17-7595		
W VILLA MARIA RI			ODA Name		مونیایینانمانین بر سر فرو برم						
	J ,										
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discrits	· P&I	-Att Fees	Overage	Amount Pd
BRAZOS COUNTY	2020	0.49500	297,216	146642	N	1,460.57	0.00	0.00	0.00	0.00	1,460.57
CITY OF BRYAN	2020	0,62900	297,216	146642	N	1,855.96	0.00	0.00	0.00	0.00	1,855.96
CITY OF BRYAN	2021	0.62900	297,296	146642	N	1,869.99	0.00	0.00	0.00	0.00	1,869.99
BRAZOS COUNTY	2021	0.49350	297,296	146642	N	1,467.15	0.00	0.00	0.00	0.00	1,467.15
BRYAN ISD	2021	1.22680	297,296	146642	N	3,647.22	0.00	0.00	0.00	0.00	3,647.22
BRYAN ISD	2020	1.23250	297,216	146642	N	3,636.67	0.00	0.00	0.00	0.00	3,636.67
CITY OF BRYAN	2022	0.62400	297,296	146642	N	1,855,13	0.00	0.00	0.00	0.00	1,855.13
BRAZOS COUNTY	2022	0.42941	297,296	146642	N	1,276.63	0.00	0.00	0.00	0.00	1,276.63
BRYAN ISD	2022	1.13960	297,296	146642	N	3,387.98	0.00	0.00	0.00	0.00	3,387.98
REFUND ENTITY	2023	0.00000	0	148971	N	217.30	0.00	0.00	0.00	0.00	217.30
											20,674.60
								В	alance Due	As Of 01/31/	2024: -217.30
Property ID	Geo				egal Acres		······	Owne	r Name an	d Address	
372915	005901	-0036-0054	4		1.6420	· · · · · · · · · · · · · · · · · · ·	TAPLA	RD DEVE	LOPMENT	COMPAN	YLLC
								TROLLER			
•	ş	' L€	gal Description	•** •		1. 1 . 1		UB DRIV			
A005901, T J WOOT	EN (ICL), TF	ACT 36.54,	11.642 ACRES					TX 7780			
Situs			DBA Nam	e	·····	L 21		, 1/ //00	-1000		
W VILLA MARIA R	D,			.~							
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax			Att Fees		Amount Po
CITY OF BRYAN	2023	0.62400	76,837	128626	N.	479.46	0.00	0.00	0.00	0.00	479.46
BRYAN ISD	2023	0.94920	76,837	128626	- ·N·	729:34	-0,00	- 0.00	0.00	0.00.	7.29.34
BRAZOS COUNTY	2023	0.40970	76,837	128626	N	314.80	0.0Q	0.00	0.00	0.00	314.80 1 .523.6 0
									Palanco		1/31/2024: .00
									Dalance		
									-		
			Tender	Details				Descript	ion		Amoun
;		<u>.</u>	Tender Check	Details 2199				Descript	ion		Amoun 22198.20
;								Descript	ion		Amoun
;		<u>.</u>						Descript	ion		Amoun 22198.20
								Descript	ion		Amoun 22198.20
								Descript	ion		Amoun 22198.20
;								Descript	ion :		Amoun 22198.20
:								Descript	ion ·		Amoun 22198.20
								Descript	ion `		Amoun 22198.20
;								Descript	ion `		Amoun 22198.20
								Descript	ion `		Amoun 22198.20
								Descript	ion `		Amoun 22198.20
								Descript	ion `		Amoun 22198.2

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 Operator
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 50045 (02162024_LE)
 Total Paid 22,198.20

True Automation, Inc.

DECLINID

-	Collecting Office Name Brazos County Tax Office 1151 County Park Court Bryan, Texas 77802 Ph. 979-775-9930			<i>Collecting Tax for: (taxing entities)</i> Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD				
OWNER'S NAME AND	ADDRESS							
DAVIS HENRIETTA								
% DAVIS TRACY								
1104 LINCOLN ST								
BRYAN TX 77808-5543								
PROPERTY DESCRIPTIC Legal: CASTLE HEIGHT				•				
Address: 1104 LINCOL								
Account # 21623	N 31 <u>.</u>		··· ·					
TAX PAYMENT INFORM	MATION							
Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested				
ZREFUND	2023	02/09/2024	\$510.00	\$49.33				
<u>REFUND TO:</u> DAVIS TRACY								
1104 LINCOLN ST BRYAN TX 77808-5543	3							
BRYAN TX 77808-5543 Sign below and return for	rm to the Brazos County T		hat the information	n on this form is true and correc	:t."			
BRYAN TX 77808-5543 Sign below and return for "I hereby apply for the re	rm to the Brazos County T			n on this form is true and correct $2 - 2 + 4$:t."			
BRYAN TX 77808-5543 Sign below and return for	rm to the Brazos County T			~ 1	:t." —			
BRYAN TX 77808-5543 Sign below and return for "I hereby apply for the re	rm to the Brazos County T			2-24				
BRYAN TX 77808-5543 Sign below and return for "I hereby apply for the re <u>Judcu</u> Signature <u>979-210</u> Phone #	The fund of the Brazos County T afund of the above-describe D D aucoQ - 9 2 1 2ment on this application, y	bed taxes and certify t	Date Date Email Address	2-24				
BRYAN TX 77808-5543 Sign below and return for "I hereby apply for the re- Signature 979 = 210 Phone # If you make a false states	The fund of the Brazos County T afund of the above-describe D D aucoQ - 9 2 1 2ment on this application, y	bed taxes and certify t	Date Date Email Address	2-24				
BRYAN TX 77808-5543 Sign below and return for "I hereby apply for the re- Signature 979 = 210 Phone # If you make a false states	arm to the Brazos County T efund of the above-describ D D $ausQ - 9212ment on this application, ySection 37.10.$	bed taxes and certify t	Date Date Email Address	2-24				

Authorized Officer Signature

3/12/24

Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

KRISTEEN ROE, CTA PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt Nur	iber								
3343007									
Date Posted Payment Type Payment Code Total Paid	01/31/2024 P Over/Refund \$510.00								

PAID BY:

ر.

DAVIS TRACY DWAYNE 1104 LINCOLN BRYAN, TX 77808

Property ID 21623	Geo 184000-	-0028-0050)		egal Acres .0000	;	DAVIS HE	INRIET	Name and		
CASTLE HEIGHTS, B	Legal Description				% DAVIS TRACY 1104 LINCOLN ST BRYAN, TX 77808-5543						
Situs 1104 LINCOLN ST			DBA Name	•					••••		
Entity Z REFUND ENTITY BRAZOS COUNTY CITY OF BRYAN BRYAN ISD	Year 2023 2023 2023 2023	Rate 0.00000 0.40970 0.62400 0.94920	Taxable Value 0 23,232 23,232 23,232 23,232	Stmt # 148975 34567 34567 34567	Void N N N N	Original Tax 49.33 95.18 144.97 220.52	Discnts 0.00 0.00 0.00 0.00	P&I 0.00 0.00 0.00 0.00	Att Fees 0.00 0.00 0.00 0.00	Overage A 0.00 0.00 0.00 0.00	mount Pd 49.33 95.18 144.97 220.52 510.00

Balance Due As Of 01/31/2024: -49.33

Tender	Details	•	Description	•	Amount
Money Order	19-385081595				260.00
Money Order	19-385081594				250.00
					510.00

Operator Batch lemerson 49919 (02092024_LE)

Page: 1

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

Total Paid 510.00

n, inc.

Collecting Office Name Brazos County Tax O 4151 County Park Co Bryan, Texas 77802		Braz Brya		Bryan, City of College Station ion ISD, F1, F2, F3, F4,	,
DWNER'S NAME AND BICALHO RODRIGO CA 520 WAYFARER LN COLLEGE STATION TX 7	RVALHO & MARCELA LU	JCCAS DE SOUZA	:		
PROPERTY DESCRIPTIC egal: NANTUCKET PH Address: 1520 WAYFA Account # 92398	4, BLOCK 21, LOT 1, A	CRES 1.28			·
AX PAYMENT INFOR	MATION Tax Year of Refund	Payment Date	Amount Paid	Refund Ámount Requested	
REFUND axpayer's reason for re <u>EFUND TO:</u> NCALHO RODRIGO CA	2023 fund: OP-Overpayment RVALHO & MARCELA L	01/31/2024	\$15,747.82	\$1,030.22	
REFUND axpayer's reason for re <u>EFUND TO:</u> ICALHO RODRIGO CA 520 WAYFARER LN OLLEGE STATION TX Sign below and return fo	2023 fund: OP-Overpayment NRVALHO & MARCELA L 77845-8386 rm to the Brazos County Tax	01/31/2024 UCCAS DE SOUZ	\$15,747.82 ZA	\$1,030.22	
REFUND axpayer's reason for re <u>EFUND TO:</u> ICALHO RODRIGO CA 520 WAYFARER LN OLLEGE STATION TX Sign below and return fo	2023 fund: OP-Overpayment ARVALHO & MARCELA L 77845-8386 rm to the Brazos County Tax fund of the above-described	01/31/2024 UCCAS DE SOUZ	\$15,747.82 (A) that the information $\frac{0.2/2}{\text{Date}}$		l.cor
REFUND Taxpayer's reason for re REFUND TO: BICALHO RODRIGO CA 520 WAYFARER LN COLLEGE STATION TX Sign below and return fo "I hereby apply for the re MBLCA Engnature (COL) 344 Phone #	2023 fund: OP-Overpayment ARVALHO & MARCELA L 77845-8386 rm to the Brazos County Tax fund of the above-described MAC 308 Z ment on this application, you	01/31/2024 UCCAS DE SOUZ	\$15,747.82 A that the information $0 \frac{2}{2}$ <u>Date</u> <u>Date</u> <u>Email Address</u>	\$1,030.22 The on this form is true and correct." C/24	l
REFUND axpayer's reason for re REFUND TO: BICALHO RODRIGO CA 520 WAYFARER LN COLLEGE STATION TX Sign below and return fo "I hereby apply for the re MBUCA Engnature (GDA) 344 Phone #	2023 fund: OP-Overpayment ARVALHO & MARCELA L 77845-8386 rm to the Brazos County Tax fund of the above-described MAC 2 308 2 ment on this application, you Section 37.10.	01/31/2024 UCCAS DE SOUZ	\$15,747.82 A that the information $0 \frac{2}{2}$ <u>Date</u> <u>Date</u> <u>Email Address</u>	\$1,030.22 For this form is true and correct." 6/24 cular @ FechAff	l.cor

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

.

Authorized Officer Signature

TAX RECEIPT ** DUPLICATE **

KRISTEEN ROE, CTA PH# (979) 775-9930 BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Receipt Number									
3344641									
Date Posted Payment Type Payment Code Total Paid		01/31/2024 P Over/Refund \$15,747.82							

PAID BY:

RODRIGO BICALHO

Property ID	Geo			L	egal Acres	·	·		r Name and		
92398	434000	-0021-001		, <u>1</u> .	2800				GO CARVA	ALHO & M/	ARCE
			gal Description		· · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	1520 WA COLLEG		ION, TX 77	845-8386	
NANTUCKET PH 4, BI Situs 1520 WAYFARER L			DBA Nam	e							
-						:					
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discrits	• P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY EMG SVCS DIST #1 COLLEGE STATION	2023 2023	0.00000 0.02071	0 1,125,929	149038 12026	N N	1,030.22 233.18	0.00 0.00	0.00 0.00	0.00 0.00	0.00	1,030.22 233.18
ISD BRAZOS COUNTY	2023 2023	0.96220 0.40970	1,025,929 1,125,929	12026 12026	N N	9,871.49 4,612.93	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	9,871.49 4,612.93 15,747.8 2
						<u></u>		Ba	ilance Due A	s Of 01/31/2	2024: -1030.22
			Tender	Details		· · · · · · · · · · · · · · · · · · ·		Descrip	ion		Amount
			Credit Card	CC XX-240	2 Conv.Char	ge 0.00					15747.82

15747.82 15747.82

Operator Batch ahines 50084 (Con

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50084 (Correction Batch_Bicalho_02192024_anh)

Total Paid

15,747.82

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APPLICATION FOR TAX REFUND						
Collecting Office Name	Colle	cting Tax for: (tax	ing entities)			
Brazos County Tax Office			Bryan, City of College	Station		
4151 County Park Court	Brya	Bryan ISD, College Station ISD, F1, F2, F3, F4,				
Bryan, Texas 77802 Ph. 979-775-9930	City	of Kurten, Navaso	ta ISD			
OWNER'S NAME AND ADDRESS						
SPRAYBERRY REVOCABLE TRUST						
WILLIAM RAY & JANA LYNN SPRAYBERRY TRU	STEES					
403 E THEISSEN ST						
BOERNE TX 78006-2362						
PROPERTY DESCRIPTION						
Legal: COLLEGE HILLS ESTATES PH 1, BLOCK 2	2, LOT 5					
Address: 405 WALTON DR ,						
Account # 23541						
TAX PAYMENT INFORMATION						
Name of Taxing Unit. Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Req	uested		
ZREFUND 2023	02/08/2024	\$6135.70	\$36.05			
Taxpayer's reason for refund: OP-Overpayment						
<u>REFUND TO:</u> SPRAYBERRY RAY & JANA						
405 WALTON DR						
COLLEGE STATION, TX 77840						
Sign below and return form to the Brazos County Ta: "I hereby apply for the refund of the above-describe		hat the informatio	a on this form is true an	d correct."		
Carnes mayberry		3/28	2024			
Signature		Date				
2102132455		aaane	seavtc. a	m		
Phone #		Email Address				
Phone #		Eman Address	•			
If you make a false statement on this application, you under Texas Penal Code Section 37.10.	ou could be found gu	ilty of a Class A mis	demeanor or a state ja	il felony		
· · · · · · · · · · · · · · · · · · ·						
TAX REFUND DETERMINATION			·			
The tax refund is [V Approved []] Disapprov	red	۵				
		311	2/24	;		
Authorized Officer Signature	>					
Authorized Officer Signature		Date				
Authorized Officer of taxing unit for refund application	ns over amount requ	ured under Section	31 11 Tax Code			

Authorized Officer Signature

PH# (979) 775-9930 KRISTEEN ROE, CTA BRAZOS COUNTY TAX ASSESSOR COLLECTOR 4151 COUNTY PARK CT BRYAN, TX 77802

Date Posted Payment Type Payment Code Total Paid .

..

01/31/2024 P Over/Refund \$6,135.70

PAID BY:

SPRAYBERRY RAY SPRAYBERRY JANA 405 WALTON DR COLLEGE STATION, TX 77840

.

Property ID 23541	Geo 194000-	-0020-0050	o		egal Acres .0000	· · ·	SPRAYB	ERRY R	r Name and EVOCABLE JANA LYNN	TRUST	
		. Le	gal Description				403 E TH			. 01 10115	
COLLEGE HILLS EST.	ATES PH 1	, BLOCK 2,	LOT 5						006-2362		
Situs 405 WALTON DR,			DBA Nam	e							
Entity	Year	Rate .	Taxable Value	Stmt #	Void	Original Tax	Discnts	· P&I	Att Fees		Amount Pd
Z REFUND ENTITY BRAZOS COUNTY CITY OF COLL.	2023 2023	0.00000 0.40970	0 323,591	. 148954 124501	N N	36.05 1,325.76	0.00 0.00	0.00 0.00	. 0.00 0.00	0.00 0.00	36.05 . 1,325.76
STAT. COLLEGE STATION	2023	0.51309	323,591	124501	N .	1,660.30	0.00	0,00	0.00	0.00	1,660.30
ISD	2023	0.96220	323,591	124501	N	3,113.59	0.00	0.00	0.00	0.00	3,113.59 6 ,135.7 0
									Balance Due	As Of 01/3	1/2024: -36.05
			Tender	Details			1	Descript	ion		Amount

Check

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2472

6135.70 6135.70

Operator Batch 49878 (02082024_LE) lemerson

Total Paid 6,135.70

> tion, Inc i

Page: 1



BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:
DATE OF COURT MEETIN	NG:	3/12/2024
ITEM:		• FY 23/24 Budget Amendments 22.01 - 22.03
TO:		Commissioners Court
FROM:		Nina Payne
DATE:		03/07/2024
FISCAL IMPACT:		False
BUDGETED:		False
DOLLAR AMOUNT:		\$0.00
ACTION REQUESTED OF ALTERNATIVES:	R	Request approval.
ATTACHMENTS:		

File Name 22_Coversheet.pdf 22.01_- 22.03.pdf

Description

FY 24 Budget Amendments 22.01 - 22.03 Cover Sheet FY 24 Budget Amendments 22.01 -22.03

Туре

Cover Memo Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2023-2024 BUDGET YEAR

NO. 23/24 22.01-22.03

On this the 12th day of March 2024 at a regular meeting of the Commissioners' Court, the following

members were present:

A. Duane Peters, County Judge, Presiding

B. Steve Aldrich, Commissioner, Precinct 1

C. Chuck Konderla, Commissioner, Precinct 2

D. Nancy Berry, Commissioner, Precinct 3

E. Wanda Watson, Commissioner, Precinct 4

F. Karen McQueen, County Clerk

The following proceedings were held:

THAT WHEREAS, on 12th day of March 2024 the Court heard and approved a budget amendment(s) for the 2023-2024 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions

which could not be reasonably included in the original budget adopted 19 September 2023, the following

amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 12th day of March 2024.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By:

Duane Peters, County Judge

Original: County Clerk's Office and Attached to the original budget

Correction to Budget Amendment 22.01

Notes:

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The section under "For Oracle Entry Only" had negative amounts when they are supposed to be positive. The purpose of the budget amendment is to recognize available funding in the LEOSE Fund to various law enforcement departments for FY 2024.

or Oracle Entry Only			the second s	k, €	
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
18000	00000000	48063000	2.632.35		1
15000	30011100	61650000	(150.34)		1
15000	30021100	61680000	(145.48)		
18000	30034100	61680000	(151.16)	}	
15000	30041100	61110000	(145.53)		
ISOU0	30018000	61501000	(151.05)		
18000	30019000	61680000	(398.32)		2
18000	30028000	61110000	(372.95)		
15000	30028200	61801000	(1.117.52)		
				4	

Current Budget Amendment 22.01

Corrected Budget Amendment 22.01

For Oracle Entry Only					e
					<u> </u>
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
18000	00000000	48063000	2.632.35		1
18000	30011100	61680000	150.34		
18000	3002/1100	61680000	145.48		
18000	30031100	61680000	151.16	· · · · · ·	l
12000	30041100	GLIEGOOG	145.53		· · · · · · · · · · · · · · · · · · ·
18000	30018000	61801000	151.05		! !
18000	30019000	61680000	398.32		
18000	30028000	61110000	372.95		
18000	30028200	61801000	1,117.52		·
2					
			8	·	

Corrected Budget Amendment 22.01 is attached.

BRAZOS COUNTY, TEXAS BUDGET AMENDMENTS No. 23/24 - 22.01 3/12/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
Law Enforcement					
Education Fund			Revenue	2,632.35	
Law Enforcement					· · ·
Education Fund	LEOSE Constable Pct 1	Supplies and Other Charges	Expenditure	150.34	
Law Enforcement					
Education Fund	LEOSE Constable Pct 2	Supplies and Other Charges	Expenditure	145.48	
Law Enforcement					
Education Fund	LEOSE Constable Pct 3	Supplies and Other Charges	Expenditure	151.16	
Law Enforcement					
Education Fund	LEOSE Constable Pct 4	Supplies and Other Charges	Expenditure	145.53	
Law Enforcement Education Fund					
Law Enforcement	LEOSE County Attorney	Supplies and Other Charges	Expenditure	151.05	-
Education Fund	LEOSE District Attorney	Symplics and Other Charges	Encore d'Anna	200 22	
Law Enforcement	LEOSE District Attorney	Supplies and Other Charges	Expenditure	398.32	
Education Fund	LEOSE Sheriff's Office	Supplies and Other Charges	Expenditure	372.95	
Law Enforcement		Suppries and Onler Charges	Expenditure	572.95	
Education Fund	LEOSE Jail	Supplies and Other Charges	Expenditure	1,117.52	
			Exponditure	1,117.52	
		·····			
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w Enforcement Educat	ion Fund				
	<u> </u>				
w Enforcement Officers	Standards and Education (LEOS	E): To modify the budget of LEO	SE Fund to reflect the L EOSE f u	inding available to vario	ous law
forcement departments for	r fiscal year 2024. Total Budget	is increasing due to more actual	evenue received than estimated.	<u> </u>	
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Date: _______3/6

SAM 3/6/2024

31b County Judge Approval Date

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
18000	0000000	48063000	2,632.35		
18000	30011100	61680000	150.34	· · · · · · · · ·	
18000	30021100	61680000	145,48		
18000	30031100	61680000	151.16		
18000	30041100	61110000	145.53		
18000	30018000	61801000	151.05		
18000	30019000	61680000	398.32		
18000	30028000	61110000	372.95		
18000	30028200	61801000	1,117.52		

BRAZOS COUNTY, TEXAS BUDGET AMENDMENTS No. 23/24 - 22.02 3/12/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Contingency	Supplies and Other Charges	Expenditure		9,581.9
	472nd District Court -				
General Fund	Administration	Contractual Services	Expenditure	550.39	
	Health Department - Support -				
General Fund	Non Capital	Contractual Services	Expenditure	2,743.02	
General Fund	Sheriff's Office - Non Capital	Contractual Services	Expenditure	3,419.46	·
General Fund	Road & Bridge - Non Capital	Contractual Services	Expenditure	2,869.07	
		·····			
		·			
al Fund					
			<u> </u>		

Reallocation of funds to the correct accounts for additional body cameras that were added to the Axon Enterprise contract for FY 2024

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, , , ,			-		SAM
Date:	en a also d'altre avec a prese	unternation diales.	·	3/	6/2024

24 3/12

County Judge Approval Date

For Oracle Entry Only	and the second	5 5 5 4 5 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5	e e		19 ⁰
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
01000	11001500	61130000	(9,581.94)		
01000	22300100	71025000	550.39		
01000	26002006	71025000	2,743.02		
01000	28000006	71025000	3,419.46		
01000	56000006	71025000	2,869.07		

BRAZOS COUNTY, TEXAS BUDGET AMENDMENTS No. 23/24 - 22.03 3/12/2024

		CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNTCATEGORT	INCILLAGE	DEGREAGE
	Information Technology - Non	· · · · · ·			<u> </u>
General Fund	Capital	Supplies and Other Charges	Expenditure		875.0
	Juvenile Services - Non				
General Fund	Capital	Supplies and Other Charges	Expenditure	875.00	
		1			
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neral Fund					

Reallocation of funding from the I.T. Department to Juvenile for the replacement of a broken printer that is no longer working or repairable.

SAM Date: 3/6/2024

County Judge Approval Date

3

For Oracle Entry Only					
	·				· · · · · ·
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
01000	14000006	60500000	(875.00)		
01000	31000006	60500000	875.00		
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	1				
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		-			
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DEPARTMENT:	Human Resources	NUMBER:	
DATE OF COURT MEETIN	NG: 3/12/20)24	
ITEM:	• a	. Employment & Separations	
TO:	Commi	issioners Court	
DATE:	03/07/2	2024	
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	\$0.00		
ATTACHMENTS:			
File Name	<u>Descript</u>	ion	Type
Employment Separations 12-2024.pdf	<u>- Public - 03-</u> Employme	ent & Separations Cover Sheet	Cover Memo

Personnel Change of Status

(Mar 7, 2024)

Commissioners' Court Date: Department Submitting Information: Purpose of Submissions: 03-12-2024 Human Resources Consider and Take Action on Change

Employment

Department Name	Employee Name
Juvenile Services - Detention	Allen, Shunda
Road & Bridge - Administration	Hightower, William
Sheriff Office - Jail Administration	Ramos, Blanca
Sheriff Office - Jail Administration	Salazar, Monique
Sheriff Office - Jail Administration	Smith, Brittany
Sheriff Office - Jail Administration	Smith, Jessica

Separations

Department Name	Employee Name
Juvenile Services - Detention	Owens, Kaylan
Felony/Family Law Associate Court - Administration	Reed, Debble
Juvenile Services - Academy - Community Based	Zimmerman, Lori

Approved in Commissioners' Court: 03-12-2024

County Judge's or Commissioner's Signature:

(This Copy to be attached to minutes)



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT:	Human Resou	ırces	NUMBER:	
DATE OF COURT MEETIN	IG:	3/12/2024		
ITEM:		• b. Personnel /	Action Forms	
TO:		Commissioners Cou	urt	
DATE:		03/07/2024		
FISCAL IMPACT:		False		
BUDGETED:		False		
DOLLAR AMOUNT:		\$0.00		
ATTACHMENTS:				
File Name PAF_03-12-2024.pdf		escription over Sheet		<u>Type</u> Cover Memo

PERSONNEL CHANGE OF STATUS REQUESTS

Commissioner Court Date: 03-12-2024 Department Submitting Information: Human Resources Purpose of Submissions: Consider and Take Action on Change Requests

Department Submitting Request(s)	Employee Request Applies To	Action Requested
Juvenile Services - Detention	Massie, My'Keisha	Change of Status
Non-Departmental	Cadena, Yulissa	Change of Status
Tax Assessor Collector	Aguero-Diaz, Maria	Change of Status
	Armantrout, Stacey void	Change of Status
	Beccera, Carolyn	Change of Status
	Bradley, Karlis	Change of Status
	Harris, Sylvia	Change of Status
	Hines, Angela	Change of Status
	Knuth, Mariah	Change of Status
	Leonard, Melissa	Change of Status
	Moore, Tommie	Change of Status
· · · · · ·	Pequeno, Griselda	Change of Status
	Robinson, Arquetta	Change of Status
	Ramos Salgado, Carmen	Change of Status
	Stratton, Gary	Change of Status
	Taplin Sweed, Yolanda	Change of Status
	Wager, Wendy	Change of Status
-	Williams, Lequnia	Change of Status

Approved in Commissioners' Court: 03-12-2024:

County Judge's or Commissioner's Signature: (This Copy to be attached to minutes)

1



BRAZOS COUNTY BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: March 12, 2024

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 8201332 CLAIM # 9200537 Thru

CLAIM #8201477 CLAIM # 9200600

The Court voted unanimously to approve these Claims as submitted.

Duane Peters County Judge

Karen

200 S. Texas Ave.

Suite 310 Bryan, Texas 77803 • Fax: (979) 361-4176 Chiet Deputy



DEPARTMENT:	Budget Office	NUMBER:	
DATE OF COURT MEETIN	NG:	3/12/2024	
ITEM:		Acknowledgement of FY 2023-2024 Budget to Actual Acknowledgement of FY 2023-2024 Contingency Bud 2024.	
TO:		Commissioners Court	
FROM:		Nina Payne	
DATE:		03/07/2024	
FISCAL IMPACT:		False	
BUDGETED:		False	
DOLLAR AMOUNT:		\$0.00	
ATTACHMENTS: File Name FY_24_Actuals.pdf FY_24_Contingency_Budget	to_Actuals_Fund	Description FY 2023-2024 Budget to Actuals by Fund as of 3/6/2024 FY 2023-2024 Contingency Budget to Actuals by Fund as of 3/6/2024	Type Backup Material Backup Material

Fund: 01000 General Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	116,116,899	119,608,263	134,330,000	103,939,558	77%
Charges for Services	14,007,731	14,373,002	11,221,037	4,330,255	39%
Interest Income	1,233,588	8,311,341	5,780,000	3,544,890	61%
Other Revenue	2,105,454	1,265,902	961,750	517,943	54%
Reserves	-	-	44,859,588	-	-
Intergovernmental	9,344,605	8,218,468	836,002	608,068	73%
Other Financing Sources	1,565,379	215,777	210,000	106,504	51%
Total Revenue	\$144,373,655	\$151,992,753	\$198,198,377	\$113,047,217	57%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	44,652,228	49,486,058	59,656,913	21,614,308	36%
Outside Labor Costs	186,676	104,348	163,000	75,881	47%
Benefits	27,150,252	27,183,091	35,508,750	13,105,637	37%
Discretionary Spending	-	-	1,821,590	-	-
Supplies and Other Charges	7,681,618	9,058,121	19,318,410	4,204,436	22%
Repairs and Maintenance	2,354,842	4,532,190	7,477,493	1,073,738	14%
Contractual Services	8,721,285	9,372,616	12,151,132	3,955,433	33%
Professional Services	4,303,755	6,379,393	13,050,445	2,203,509	17%
Community Contracts	4,615,488	4,716,979	6,382,870	3,056,388	48%
Capital Outlay	5,302,428	7,260,102	21,033,500	3,810,714	18%
Other Financing Uses	4,709,639	20,917,731	21,634,274	-	-
Total Expense	\$109,678,212	\$139,010,628	\$198,198,377	\$53,100,044	27%

Fund: 02000 County Health Endowment Fund

Description	2021-2022 Actual Revenue	Actual Actual		2023-2024 Actual Revenue To Date
Interest Income	1,390	0	-	-
Intergovernmental	101,339	0	-	-
Total Revenue	\$102,730	\$0	-	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Other Financing Uses	1,010,633	-	-	-
Total Expense	\$1,010,633	-	-	-

Fund: 11000 Hotel Occupancy Tax Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,360,758	3,689,821	3,250,000	1,313,501	40%
Interest Income	12,820	119,177	50,000	69,318	139%
Other Revenue	454	1,500	-	1,750	-
Reserves	-	-	1,000,000	-	-
Other Financing Sources	-	246,080	-	-	-
Total Revenue	\$3,374,031	\$4,056,579	\$4,300,000	\$1,384,568	32%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	98,264	84,744	164,093	28,729	18%
Benefits	45,799	41,481	75,055	15,015	20%
Supplies and Other Charges	178,495	30,866	572,049	17,848	3%
Repairs and Maintenance	21,600	-	500,000	-	-
Contractual Services	127,582	347,894	185,490	78,590	42%
Professional Services	5,300	24,960	5,300	5,300	100%
Community Contracts	914,481	1,370,205	910,000	-	-
Capital Outlay	20,704	554,303	638,013	408,170	64%
Other Financing Uses	1,165,715	-	1,250,000	-	-
Total Expense	\$2,577,941	\$2,454,451	\$4,300,000	\$553,652	13%

Fund: 12000 State Lateral Road Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	276	5,056	3,000	2,947	98%
Reserves	-	-	218,000	-	-
Intergovernmental	30,417	30,347	30,000	29,508	98%
Total Revenue	\$30,693	\$35,403	\$251,000	\$32,455	13%

Description		2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Capital Outlay		-	-	251,000	-
	Total Expense	-	-	\$251,000	-

Fund: 13000 Unclaimed Property Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	387	9,140	3,000	4,600	153%
Reserves	-	-	68,000	-	-
Total Revenue	\$387	\$9,140	\$71,000	\$4,600	6%

Description	2021-20222022-2023ActualActualExpendituresExpenditures		2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	71,000	-
Total Expense	-	-	\$71,000	-

Fund: 15000 Law Library Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,463	164,116	67,500	34,945	52%
Interest Income	48	1,942	0	1,590	-
Reserves	-	-	10,000	-	-
Total Revenue	\$28,511	\$166,057	\$77,500	\$36,535	47%

Description	2021-2022 Actual Expenditures	Actual Actual		2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	59,063	62,593	77,500	22,306	29%
Total Expense	\$59,063	\$62,593	\$77,500	\$22,306	29%

Fund: 16000 Local Provider Participation Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	36,793,246	31,728,216	39,176,878	39,700,219	101%
Interest Income	50,392	433,637	200,000	293,719	147%
Other Revenue	460,822	397,231	487,494	487,494	100%
Reserves	-	-	19,000,000	-	-
Total Revenue	\$37,304,461	\$32,559,083	\$58,864,372	\$40,481,432	69%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	134,246	-	-	-
Community Contracts	26,568,700	26,044,743	58,844,372	17,521,134	30%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
Total Expense	\$26,588,700	\$26,198,989	\$58,864,372	\$17,541,134	30%

Fund: 18000 Law Enforcement Education Fund

Description	2021-2022 Actual Revenue	Actual Actual		2023-2024 Actual Revenue To Date	Percent Received
Reserves	-	-	69,360	-	-
Intergovernmental	14,928	14,872	14,500	16,932	117%
Total Revenue	\$14,928	\$14,872	\$83,860	\$16,932	20%

Description	2021-20222022-2023ActualActualExpendituresExpenditures		2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	11,984	12,741	83,860	500	1%
Total Expense	\$11,984	\$12,741	\$83,860	\$500	1%

Fund: 19000 Court Records Preservation Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	23,569	623	500	150	30%
Interest Income	935	15,192	0	7,845	-
Reserves	-	-	300,000	-	-
Other Financing Sources	42,545	-	-	-	-
Total Revenue	\$67,049	\$15,815	\$300,500	\$7,995	3%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	35,086	-	-	-
Benefits	21,497	-	-	-
Supplies and Other Charges	87	-	300,500	-
Contractual Services	524	-	-	-
Total Expense	\$57,194	-	\$300,500	-

Fund: 20000 County Clerk Records Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	454,677	364,311	350,000	97,748	28%
Interest Income	5,390	31,036	20,000	15,090	75%
Reserves	-	-	1,230,000	-	-
Total Revenue	\$460,067	\$395,347	\$1,600,000	\$112,837	7%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	105,859	104,059	128,285	47,033	37%
Benefits	72,410	56,889	83,311	24,092	29%
Supplies and Other Charges	21,476	725	1,263,064	660	0%
Contractual Services	103,091	327,291	125,340	45,263	36%
Total Expense	\$302,836	\$488,964	\$1,600,000	\$117,047	7%

Fund: 20010 County Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	387,387	290,550	315,000	82,525	26%
Interest Income	5,682	30,786	10,000	15,615	156%
Reserves	-	-	1,293,000	-	-
Total Revenue	\$393,069	\$321,336	\$1,618,000	\$98,140	6%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	-	1,118,000	-	-
Contractual Services	299,991	253,734	500,000	97,115	19%
Total Expense	\$299,991	\$253,734	\$1,618,000	\$97,115	6%

Fund: 22000 Courthouse Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	105,826	115,046	106,050	35,132	33%
Interest Income	180	5,325	0	1,069	-
Reserves	-	-	64,000	-	-
Other Financing Sources	442,325	294,951	0	-	-
Total Revenue	\$548,331	\$415,322	\$170,050	\$36,201	21%

Description	2021-2022 Actual Expenditures	2022-20232023-2024ActualAdoptedsExpendituresBudget		2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	318,556	375,202	-	-	-
Benefits	132,453	155,455	-	2,838	-
Supplies and Other Charges	5,352	4,033	56,987	203	0%
Repairs and Maintenance	16,733	13,633	62,000	4,633	7%
Contractual Services	-	-	50,000	-	-
Community Contracts	-	1,011	1,063	599	56%
Capital Outlay	7,100	-	-	323	-
Total Expense	\$480,194	\$549,334	\$170,050	\$8,596	5%

Fund: 22010 Justice Court Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	33,291	33,424	31,500	14,419	46%
Interest Income	236	4,523	2,500	2,552	102%
Reserves	-	-	208,000	-	-
Total Revenue	\$33,527	\$37,947	\$242,000	\$16,971	7%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Repairs and Maintenance	7,821	-	30,000	-
Contractual Services	-	-	30,000	-
Professional Services	8,129	-	57,000	-
Capital Outlay	-	-	125,000	-
Total Expense	\$15,950	-	\$242,000	-

Fund: 23000 District Clerk Records Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	61,726	84,461	60,000	41,838	70%
Interest Income	334	5,326	4,000	2,658	66%
Reserves	-	-	200,000	-	-
Total Revenue	\$62,060	\$89,788	\$264,000	\$44,496	17%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	19,979	73,600	24,543	33%
Benefits	-	1,553	5,764	1,907	33%
Contractual Services	-	149,231	173,000	-	-
Professional Services	-	-	11,636	-	-
Total Expense	-	\$170,763	\$264,000	\$26,449	10%

Fund: 23010 District Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	5,670	595	-	90
Interest Income	69	131	-	15
Total Revenue	\$5,739	\$726	-	\$105

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	28,569	18,345	-	-
Benefits	2,233	1,426	-	-
Professional Services	3,522	-	-	-
Total Expense	\$34,324	\$19,771	-	-

Fund: 24000 Justice of the Peace Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,441	28,209	26,000	12,111	47%
Interest Income	276	4,324	2,000	2,332	117%
Reserves	-	-	193,000	-	-
Total Revenue	\$28,717	\$32,534	\$221,000	\$14,443	7%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	39,945	10,166	67,061	218	0%
Contractual Services	798	889	5,000	-	-
Capital Outlay	-	-	148,939	-	-
Total Expense	\$40,743	\$11,055	\$221,000	\$218	0%

Fund: 24010 County and District Court Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	9,750	10,059	10,000	3,597	36%
Interest Income	146	2,647	0	1,425	-
Reserves	-	-	119,000	-	-
Total Revenue	\$9,896	\$12,706	\$129,000	\$5,023	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	129,000	-
Total Expense	-	-	\$129,000	-

Fund: 25000 Forfeiture Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	7,821	5,329	0	-	-
Interest Income	58	918	0	421	-
Reserves	-	-	33,000	-	-
Total Revenue	\$7,879	\$6,247	\$33,000	\$421	1%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	2,563	33,000	235	1%
Capital Outlay	-	5,133	-	-	-
Total Expense	-	\$7,696	\$33,000	\$235	1%

Fund: 26000 District Attorney Hot Check Collections Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	7	113	50	59	118%
Other Revenue	75	150	0	75	-
Reserves	-	-	4,900	-	-
Total Revenue	\$82	\$263	\$4,950	\$134	3%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	4,950	-
Total Expense	-	-	\$4,950	-

Fund: 27000 Bail Bond Board Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	151	2,428	1,500	1,264	84%
Other Revenue	2,000	2,500	2,000	1,000	50%
Reserves	-	-	105,000	-	-
Total Revenue	\$2,151	\$4,928	\$108,500	\$2,264	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	304	321	4,001	-	-
Benefits	144	113	1,011	-	-
Supplies and Other Charges	274	-	103,488	5	0%
Total Expense	\$722	\$433	\$108,500	\$5	0%

Fund: 28000 Voter Registration Fund

Description	2021-2022 Actual Revenue	Actual Actual		2023-2024 Actual Revenue To Date
Interest Income	13	-	-	-
Intergovernmental	33,460	16,804	-	-
Total Revenue	\$33,473	\$16,804	-	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	1,461	1,071	-	-
Contractual Services	20,201	15,733	-	-
Professional Services	20,500	-	-	-
Total Expense	\$42,162	\$16,804	-	-

Fund: 29000 Vehicle Inventory Interest Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,624	8,389	2,500	2,465	99%
Interest Income	4,142	23,620	15,000	17,735	118%
Reserves	-	-	331,000	-	-
Total Revenue	\$7,767	\$32,009	\$348,500	\$20,199	6%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,805	-	-
Supplies and Other Charges	5,438	5,117	304,095	751	0%
Repairs and Maintenance	-	240	1,000	-	-
Contractual Services	-	-	2,000	-	-
Professional Services	-	-	7,500	-	-
Capital Outlay	-	-	20,000	-	-
Total Expense	\$5,438	\$5,357	\$348,500	\$751	0%

Fund: 30000 Brazos County Grant Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Public Health Revenue	-	0	60,000	60,000	100%
Other Revenue	-	32	-	-	-
Reserves	-	-	6	-	-
Intergovernmental	5,175,775	2,603,804	4,749,019	2,039,051	43%
Other Financing Sources	300,769	336,489	711,264	-	-
Total Revenue	\$5,476,543	\$2,940,325	\$5,520,289	\$2,099,051	38%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	1,328,022	1,748,464	2,861,531	1,014,757	35%
Benefits	640,754	813,685	1,327,727	465,601	35%
Supplies and Other Charges	233,515	106,792	436,145	40,641	9%
Repairs and Maintenance	937,236	5,186	3,150	320	10%
Contractual Services	2,055,371	116,713	396,244	153,889	39%
Professional Services	3,840	-	200,000	2,500	1%
Capital Outlay	322,412	158,206	295,492	11,250	4%
Total Expense	\$5,521,150	\$2,949,047	\$5,520,289	\$1,688,959	31%

Fund: 31000 American Rescue Plan Act

Description	2021-2022 2022-2023 Actual Actual Revenue Revenue		2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	(1,392)	-	-	-
Intergovernmental	8,445,192	7,495,180	20,000,000	-
Total Revenue	\$8,443,800	\$7,495,180	\$20,000,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	8,445,192	7,299,824	-	-	-
Contractual Services	-	132,000	1,800,000	-	-
Capital Outlay	-	63,356	18,200,000	132,807	1%
Total Expense	\$8,445,192	\$7,495,180	\$20,000,000	\$132,807	1%

Fund: 33000 Sheriff's Office Crime Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	267	1,599	500	1,053	211%
Other Revenue	1,600	8,000	0	-	-
Reserves	-	-	113,000	-	-
Total Revenue	\$1,867	\$9,599	\$113,500	\$1,053	1%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	85	4,796	79,500	-
Repairs and Maintenance	-	1,369	4,000	-
Capital Outlay	-	7,608	30,000	-
Other Financing Uses	10,000	-	-	-
Total Expense	\$10,085	\$13,773	\$113,500	-

Fund: 34000 District Attorney Crime Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	80,558	32,611	20,000	300	2%
Interest Income	341	5,816	2,000	2,862	143%
Reserves	-	-	249,000	-	-
Total Revenue	\$80,899	\$38,427	\$271,000	\$3,162	1%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	14,390	20,383	80,376	8,543	11%
Benefits	7,935	9,588	14,686	4,075	28%
Supplies and Other Charges	24,089	11,007	155,938	6,938	4%
Contractual Services	314	360	20,000	180	1%
Capital Outlay	5,782	-	-	-	-
Total Expense	\$52,509	\$41,339	\$271,000	\$19,736	7%

Fund: 35000 Primary Election Services Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	38,109	70,904	25,000	6,364	25%
Interest Income	67	1,264	-	759	-
Reserves	-	-	65,000	-	-
Total Revenue	\$38,176	\$72,167	\$90,000	\$7,123	8%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	8,563	5,479	79,100	579	1%
Repairs and Maintenance	-	-	1,000	-	-
Contractual Services	65,448	13,414	9,900	1,015	10%
Total Expense	\$74,011	\$18,893	\$90,000	\$1,594	2%

Fund: 39010 Brazos County Housing Finance Corporation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	-	402,125	5,000	5,334	107%
Interest Income	1,004	5,259	0	6,002	-
Reserves	-	-	104,000	-	-
Total Revenue	\$1,004	\$407,384	\$109,000	\$11,335	10%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	323	-	4,735	174	4%
Professional Services	-	-	104,265	-	-
Total Expense	\$323	-	\$109,000	\$174	0%

Fund: 41000 General Obligation Debt Service Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	10,766,578	9,799,037	10,910,000	10,514,203	96%
Interest Income	89,607	345,490	170,000	83,556	49%
Reserves	-	-	500,000	-	-
Other Financing Sources	1,165,715	-	1,250,000	-	-
Total Revenue	\$12,021,900	\$10,144,527	\$12,830,000	\$10,597,758	83%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Debt Service	17,009,447	9,028,173	12,830,000	2,365,769	18%
Total Expense	\$17,009,447	\$9,028,173	\$12,830,000	\$2,365,769	18%

Fund: 43200 2020 Certificates of Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	105,757	515,615	120,000	158,046	132%
Other Revenue	-	2,929	-	-	-
Reserves	-	-	8,400,000	-	-
Total Revenue	\$105,757	\$518,544	\$8,520,000	\$158,046	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	54,447	3,038,134	1,200	0%
Contractual Services	1,130,456	2,656,302	487,000	1,172,590	241%
Capital Outlay	1,940,552	1,891,648	4,994,866	48,299	1%
Total Expense	\$3,071,008	\$4,602,397	\$8,520,000	\$1,222,088	14%

Fund: 43230 On System Road Bond - TXDOT

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	212,288	-	370,609	-
Reserves	-	-	19,800,000	-	-
Other Financing Sources	-	20,009,102	-	-	-
Total Revenue	-	\$20,221,390	\$19,800,000	\$370,609	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Contractual Services	-	-	19,800,000	-
Debt Service	-	203,216	-	-
Total Expense	-	\$203,216	\$19,800,000	-

Fund: 43231 Off System Road Bond

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	109,492	-	184,209	-
Reserves	-	-	10,100,000	-	-
Other Financing Sources	-	10,307,719	-	-	-
Total Revenue	-	\$10,417,211	\$10,100,000	\$184,209	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	81,700	10,100,000	662,684	7%
Debt Service	-	102,830	-	-	-
Total Expense	-	\$184,530	\$10,100,000	\$662,684	7%

Fund: 43232 2023 Certificates of Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	106,296	-	181,424	-
Reserves	-	-	9,908,000	-	-
Other Financing Sources	-	10,165,860	-	-	-
Total Revenue	-	\$10,272,156	\$9,908,000	\$181,424	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	61,762	9,908,000	2,303	0%
Debt Service	-	163,164	-	-	-
Total Expense	-	\$224,926	\$9,908,000	\$2,303	0%

Fund: 45000 General Permanent Improvement Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Other Revenue	95,799	102,356	-	-
Reserves	-	-	23,839,123	-
Other Financing Sources	5,473,504	20,893,118	19,923,010	-
Total Revenue	\$5,569,303	\$20,995,474	\$43,762,133	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	-	-	6,162,654	-	-
Supplies and Other Charges	-	-	4,000,000	-	-
Capital Outlay	11,813,336	5,391,415	33,568,379	1,797,319	5%
Debt Service	-	-	31,100	-	-
Other Financing Uses	24,942	-	-	-	-
Total Expense	\$11,838,278	\$5,391,415	\$43,762,133	\$1,797,319	4%

Fund: 50000 Health and Life Insurance Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	11,448	0	-	-	-
Other Revenue	20,909,742	23,006,476	20,841,700	10,686,236	51%
Reserves	-	-	4,500,000	-	-
Other Financing Sources	-	-	1,000,000	-	-
Total Revenue	\$20,921,190	\$23,006,476	\$26,341,700	\$10,686,236	41%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	215,192	227,069	461,901	92,025	20%
Benefits	60,911	133,569	200,280	43,481	22%
Supplies and Other Charges	50,614	53,669	968,719	22,535	2%
Repairs and Maintenance	93	75	100	20	20%
Contractual Services	17,991,568	21,346,651	24,276,500	9,369,962	39%
Professional Services	289,964	379,176	434,200	139,084	32%
Total Expense	\$18,608,343	\$22,140,208	\$26,341,700	\$9,667,107	37%

Fund: 93000 Regional Mobility Authority

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	88	494	-	175	-
Reserves	-	-	13,992	-	-
Total Revenue	\$88	\$494	\$13,992	\$175	1%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	10,755	12,120	-	-	-
Benefits	2,503	2,949	-	-	-
Supplies and Other Charges	1,362	557	0	-	-
Repairs and Maintenance	12	-	0	-	-
Contractual Services	42	25	0	-	-
Professional Services	7,500	7,875	13,992	7,500	54%
Total Expense	\$22,174	\$23,527	\$13,992	\$7,500	54%

Fund: 01000 General Fund - Contingency

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	6,000,000.00	(518,068.46)	5,481,931.54
Voter Registration - 13005000 *	3,152.00	-	3,152.00
District Attorney - Child Protective Services Contingency - 19010000 *	1,900.00	-	1,900.00
Vital Statistics/Preservation - 21010000 *	5,000.00	-	5,000.00
County Specialty Court Program Contingency - 22700100 *	20,000.00	-	20,000.00
Road and Bridge Contingency - 56001000 *	1,257,800.00	-	1,257,800.00
Total General Fund Contingency	7,297,852.00	(518,068.46)	6,779,783.54

* Can only be used for that program or division

Fund: 11000 HOT Fund Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
HOT Fund Contingency - 11002500	526,974.00	-	526,974.00
Total HOT Fund Contingency	526,974.00	-	526,974.00

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingeny - 12005000	49,200.00	-	49,200.00
Total Unclaimed Property Fund Contingency	49,200.00	-	49,200.00

Fund: 20000 County Clerk Records Management Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21005000	1,219,564.00	(124,000.00)	1,095,564.00
Total Count Clerk Records Management Fund Contingency	1,219,564.00	(124,000.00)	1,095,564.00

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21006000	1,118,000.00	(75,000.00)	1,043,000.00
Total Count Clerk Archival Fund Contingency	1,118,000.00	(75,000.00)	1,043,000.00

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 51000100	48,977.00	(6,264.00)	42,713.00
Total Courthouse Security Fund Contingency	48,977.00	(6,264.00)	42,713.00

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
JP Technology Administration - 24005000	22,161.00	-	22,161.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
Total Justice of the Peace Technology Fund Contingency	42,161.00	-	42,161.00

* Can only be used for this fund and specific divisions

Fund: 25000 Forfeiture Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Sheriff Forfeiture Fund - 2801000	17,502.00	-	17,502.00
Total Forfeiture Fund Contingency	17,502.00	-	17,502.00

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 19006000	4,950.00	-	4,950.00
Total District Attorney Hot Check Collections Fund - Contingency	4,950.00	-	4,950.00

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 12006000	96,828.00	-	96,828.00
- Total Bail Bond Board Fund Contingency	96,828.00	-	96,828.00

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 13006000	277,345.00	-	277,345.00
- Total Vehicle Inventory Interest Fund Contingency	277,345.00	-	277,345.00

Fund: 30000 Grant Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Texas Indigent Defense Commission - 272200	22,298.00	-	22,298.00
BV Human Trafficking Task Force Development - 283700	173,744.00	6,830.36	180,574.36
Metropolitan Planning - 424100	15,000.00	-	15,000.00
Total Grant Fund Contingency	211,042.00	6,830.36	217,872.36

* Can only be used for this fund and specific divisions

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 28050000	15,900.00	-	15,900.00
Total Sheriff's Office Crime Fund Contingency	15,900.00	-	15,900.00

Fund: 34000 District Attorney Crime Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 19200100	135,289.00	(9,000.00)	126,289.00
Total District Attorney Crime Fund Contingency	135,289.00	(9,000.00)	126,289.00

Fund: 35000 Primary Election Services Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21130000	71,900.00	-	71,900.00
Total Primary Election Services Fund Contingency	71,900.00	-	71,900.00

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Commissioner's Court Contingency - 11001500	3,038,134.00	(1,430,236.18)	1,607,897.82
Total 43200 2020 Certificates of Obligation Contingency	3,038,134.00	(1,430,236.18)	1,607,897.82

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Commissioner's Court Contingency - 63110001	3,988,000.00	(1,589,871.50)	2,398,128.50
Total General Permanent Improvement Fund Contingency	3,988,000.00	(1,589,871.50)	2,398,128.50

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Group Insurance - Admiration - 64005000	842,228.00	-	842,228.00
Health and Wellness Clinic - 64005100	3,157.00	-	3,157.00
Total Health and Life Insurance Fund Contingency	845,385.00	-	845,385.00

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Jail Commissary - 28006000	961,453.00	-	961,453.00
Total Jail Commissary Fund Contingency	961,453.00	-	961,453.00

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 18006000	65,000.00	-	65,000.00
Total County Attorney Operating Fund Contingency	65,000.00	-	65,000.00



DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	3/12/2024
ITEM:	Acknowledgement of the Investment Report for Quarter Ending December 31, 2023.
то:	Commissioners Court
DATE:	03/07/2024
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00
ACTION REQUESTED OR ALTERNATIVES:	Acknowledgment

ATTACHMENTS:

File Name Investment Report for QE 12.31.23.PDF Description Investment Report for QE 12/31/2023 <u>**Type**</u> Backup Material



Cristian Villarreal Brazos County Treasurer cvillarreal@brazoscountytx.gov 200 S. Texas Avenue, Ste 240 Bryan, Texas 77803 Tel: 979-361-4340

DATE: 03/06/2024

TO: Hon. Duane Peters, County Judge Hon. Steve Aldrich, Commissioner Hon. Chuck Konderla, Commissioner Hon. Nancy Berry, Commissioner Hon. Wanda Watson, Commissioner Cheryl Coffman, Administrative Assistant

FROM: Cristian Villarreal, County Treasurer

RE: Quarter Ending 12/31/23 Investment Report

This report is made in accordance with provisions of Gov. Code 2256, The Public Funds Investment Act, which requires guarterly reporting of investment transactions to the Commissioners' Court.

The Brazos County Investment portfolio earned an average yield of 5.37% on the quarterly average balance of \$44,232,758.18 invested with TexPool, an average yield of 5.57% on the quarterly average balance of \$131,734,450.04 invested with Texas Class, an average yield of 5.22% on the quarterly average balance of \$22,019,044.78 invested with Texas Class Government for the period ending 12/31/2023. Investment interest earned and received during the quarter was \$2,793,368.18. Actual ending balance invested on 12/31/2023 was \$182,887,332.75.

The average rate of interest earned at PNC was 2.75%. Interest deposited from PNC for the quarter ending 12/31/2023 was \$668,220.51 for the quarter average depository investable balance of \$101,626,295.75. The average rate of interest earned at Truist was 5.60%. Interest deposited from Truist for the quarter ending 12/31/2023 was \$68,767.33 for the quarter average depository investable balance of \$14,873,973.21.

Total interest earned for the guarter ending 12/31/2023 was \$3,530,356.02.

Investment Strategy

The Brazos County Investment Strategy remains focused on short-termed investments with the safety of principal as the foremost objective followed by liquidity and yield as per the Brazos County Investment Policy.

Summary of Portfolio Changes

\$2.1 million in October and \$8 million in November was moved from Texas Class to PNC for Accounts Payable and Payroll expenses. The county began transitioning to the new county depository, Truist, in December 2023. \$20 million was moved from Texas Class to Truist for the initial funding of the Operating Account. The Federal Funds Current Target Rate remains at 5.25-5.50 as of December 31, 2023.

					TES AND EAR					
	TexPool	Int	TX CLASS	Int	TX CLASS Gov	Int	Checking Acct	PNC Int	Truist Int	Total
	Interest	Rate	Interest	Rate	Interest	Rate	Interest	Rate	Rate	Interest
Oct-23	199,514.86	5,36	682,031,39	5.56	97,584.61	5.20	219,271.61	2.75		1,198,402.47
Nov-23	194,447.92	5,37	636,340.64	5.59	94,446.82	5.23	210,512.55	2,75		1,135,747.9
Dec-23	201,705.97	5,37	589,463.09	5,57	97,832.88	5.24	307,203.68	2.75	5.60	1,196,205.6
Q/E 12/31/2023	595,668.75	5.37	1,907,835.12	5,57	289,864.31	5.22	736,987.84	2.75	5.60	3,530,356.0
TD TOTALS	595,668,75	5,37	1,907,835.12	5.57	289,864.31	5.22	736,987.84	2,75	5,60	3,530,356.0

Attached are the following reports:

- 1) Summary of Investments by Fund & Strategy
- 2) Investment Summary Quarter End Activity Report
- 3) Weighted Average Maturity & Yield

To the best of our knowledge, the investment portfolio in this report conforms in all respects to the Investment Policy of Brazos County and is being managed under the investment strategy of said policy as approved by the Commissioner's Court of Brazos County.

Villorum

Cristian Villarreal, County Treasurer, CIO

3/6/2024 Date 3/7/2024

Jamie Cartwright, Chief Deputy Treasurer

SUMMARY OF INVESTMENTS BY FUND & STRATEGY

General Fund (01000))	CO	ST	Boo	ok Value
	_ TexPool	\$	44,432,044.80		44,432,044.80
	TX Class	\$	67,400,865.98	\$	67,400,865.98
		\$	111,832,910.78	\$	111,832,910.78
<u>2020 COs (43200)</u>	TX Class	\$	7,681,865.48	\$	7,681,865.48
		\$	7,681,865.48	\$	7,681,865.48
On System Road Bo					
	TX Class	\$	19,178,469.94		19,178,469.94
		\$	19,178,469.94	\$	19,178,469.94
Off System Road Bo	o <mark>nd (43231)</mark> TX Class	\$	9,385,208.68	\$	9,385,208.68
		\$	9,385,208.68		9,385,208.68
<u>2023 COs (43232)</u>		Ŷ		-	
	TX Class	\$	8,977,156.14 8,977,156.14		8,977,156.14 8,977,156.14
		Ŧ	-,	Ť	-,
STRATEGY TYPE:	OPERATING FUNDS	\$	157,055,611.02	\$	157,055,611.02
<u>GO Debt (41000)</u>	TX Class Certificates of Deposits	\$ \$	3,811,465.51	\$	3,811,465.51
	Certificates of Deposits	\$	3,811,465.51	\$	3,811,465.51
		Ŧ	•,• • •,• • • • •	Ŧ	-,
STRATEGY TYPE:	DEBT SERVICE FUNDS	\$	3,811,465.51	\$	3,811,465.51
AMERICAN RESCU					
	TX Class Gov	\$	22,020,256.22		22,020,256.22
		\$	22,020,256.22		22,020,256.22
STRATEGY TYPE:	SPECIAL REVENUE FUNDS	\$	22,020,256.22	\$	22,020,256.22

Total Book Value of all funds invested as of 12/31/2023

\$ 182,887,332.75

INVESTMENT SUMMARY QUARTER	ENDING 12/31/2023 ACTIVITY REPORT
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DATE	DESC.	TEXPOOL	TEXAS CLASS	TEXAS CLASS GOV	TOTAL
09/30/23	SEP BALANCE	\$ 43,836,376.05	\$ 144,241,040.58	\$ 22,116,547.94	\$ 210,193,964.57
00,00,20	OCT BUY/WITHDRAW	\$ -	\$ (1,905,875.40)	\$ (194,124.60)	\$ (2,100,000.00)
10/31/23	OCT INTEREST	\$ 199,514.86	\$ 682,031.39	\$ 97,584.61	\$ 979,130.86
10/31/23	OCT BALANCE	\$ 44,035,890.91	\$ 143,017,196.57	\$ 22,020,007.95	\$ 209,073,095.43
	NOV BUY/WITHDRAW	\$ -	\$ (7,902,415.39)	\$ (97,584.61)	\$ (8,000,000.00)
11/30/23	NOV INTEREST	\$ 194,447.92	\$ 636,340.64		\$ 925,235.38
11/30/23	NOV BALANCE	\$ 44,230,338.83	\$ 135,751,121.82	\$ 22,016,870.16	\$ 201,998,330.81
11/00/20	DEC BUY/WITHDRAW	\$ -	\$ (19,905,553.18)	\$ (94,446.82)	\$ (20,000,000.00)
12/31/23	DEC INTEREST	\$ 201,705.97	\$ 589,463.09	\$ 97,832.88	\$ 889,001.94
12/31/23	DEC BALANCE	\$ 44,432,044.80	\$ 116,435,031.73	\$ 22,020,256.22	\$ 182,887,332.75

SETTLE DATE	MATURITY DATE	COST	YIELD 5.37 5.57	VALUE 44,432,044.80	VALUE 44,432,044.80	GAIN/LOSS	WAM in Days	WAY	24.295%
				• •		-	1		24.295%
				• •		-	T		24.293%
			5 57	446 475 634 72					C3 CC50/
				116,435,031.73	116,435,031.73	-	1		63.665%
			5.24	22,020,256.22	22,020,256.22	=	1		12.040%
				182,887,332.75	182,887,332.75				
									100%
	PORTFOL	PORTFOLIO TOTALS	PORTFOLIO TOTALS	PORTFOLIO TOTALS	PORTFOLIO TOTALS 182,887,332.75	PORTFOLIO TOTALS 182,887,332.75 182,887,332.75	PORTFOLIO TOTALS 182,887,332.75 182,887,332.75 -	PORTFOLIO TOTALS 182,887,332.75 182,887,332.75 - 1.00	PORTFOLIO TOTALS 182,887,332.75 182,887,332.75 - 1.00 5.483



DEPARTMENT:	Pct 1 Constab	le Office	NUMBER:			
DATE OF COURT MEETIN	IG:	3/12/2024				
ITEM:		Acknowledgement Precinct 1.	of the FY 2023 Racial Profiling F	Report for Brazos County Constable		
TO:		Commissioners Co	urt			
DATE:		02/29/2024				
FISCAL IMPACT:		False				
BUDGETED:		False				
DOLLAR AMOUNT:		\$0.00				
ATTACHMENTS:						
<u>File Name</u>		Description		Туре		
Racial Profile report - Pct 1	<u>Constable.pdf</u>	Pct 1 racial Profile rep	port	Backup Material		
Racial_Profile_AnalysusPo	t <u>1_constable.pdf</u>	<u>f</u> Pct 1 Profile Analysis		Backup Material		

Racial Profiling Report | Full

Agency Name: BRAZOS CO. CONST. PCT. 1 Reporting Date: 02/29/2024 TCOLE Agency Number: 041101

Chief Administrator: JEFFERY W. REEVES

Agency Contact Information: Phone: (979) 695-0030 Email: jreeves@brazoscountytx.gov

Mailing Address: 412 William D Fitch college Station Texas 77845

This Agency filed a full report

BRAZOS CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the <u>BRAZOS CO. CONST. PCT. 1</u> from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the <u>BRAZOS CO. CONST. PCT. 1</u> if the individual believes that a peace officer employed by the <u>BRAZOS CO. CONST. PCT. 1</u> has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the <u>BRAZOS CO.</u> <u>CONST. PCT. 1</u> who, after an investigation, is shown to have engaged in racial profiling in violation of the <u>BRAZOS CO. CONST. PCT. 1</u> policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:

a. the race or ethnicity of the individual detained;

b. whether a search was conducted and, if so, whether the individual detained consented to the search;

c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

d. whether the peace officer used physical force that resulted in bodily injury during the stop;

e. the location of the stop;

f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

a. the Commission on Law Enforcement; and

b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BRAZOS CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: Mary Freeman Admin Clerk

Date: 02/29/2024

Motor Vehicle Racial Profiling Information

Total stops: 271

Street address or approximate location o	f the stop	
City street	191	
US highway	1	
County road	17	
State highway	62	
Private property or other	0	
Was race or ethnicity known prior to stop	?	
Yes	3	
No	268	
Race / Ethnicity		
Alaska Native / American Indian	0	
Asian / Pacific Islander	14	
Black	44	
White	170	
Hispanic / Latino	43	
Gender		
Female	117	
Alaska Native / American Indian	0	
Asian / Pacific Islander	5	
Black	20	
White	76	
Hispanic / Latino	16	
Male	154	
Alaska Native / American Indian	0	
Asian / Pacific Islander	9	
Black	24	
White	94	
Hispanic / Latino	27	
Reason for stop?		
Violation of law	0	
Alaska Native / American Indian	0	
Asian / Pacific Islander	0	
Black	0	
White	0	

	Hispanic / Latino	0
Pree	existing knowledge	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Mov	ing traffic violation	232
	Alaska Native / American Indian	0
	Asian / Pacific Islander	12
	Black	33
	White	148
	Hispanic / Latino	39
Vehi	icle traffic violation	39
	Alaska Native / American Indian	0
	Asian / Pacific Islander	2
	Black	11
	White	22
	Hispanic / Latino	4
Nas a	search conducted?	
Yes		0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
No	Thopanio / Eatho	271
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
		0
	Hispanic / Latino	0
Reaso	n for Search?	
Con	sent	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0

	Hispanic / Latino	0
Con	traband	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Prob	pable	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Inve	ntory	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Incid	dent to arrest	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
Was C	ontraband discovered?	
Yes		0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
No		0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0

Did the finding result in arrest?				
(total should equal previous column)				
0	No	0		
0	No	0		
0	No	0		
0	No	0		
0	No	0		
		should equal previou 0 No 0 No 0 No 0 No		

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	

Result of the stop

Verbal warning

78

Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	13
White	48
Hispanic / Latino	12
Written warning	9
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	8
Hispanic / Latino	0
Citation	181
Alaska Native / American Indian	0
Asian / Pacific Islander	8
Black	30
White	112
Hispanic / Latino	31
Written warning and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Citation and arrest	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	\$	0
	Alaska Native / American Indian	0
	Asian / Pacific Islander	0
	Black	0
	White	0
	Hispanic / Latino	0
	Resulting in Bodily Injury To:	
	Suspect	0
	Officer	0
	Both	0
No		271
	Alaska Native / American Indian	0
	Asian / Pacific Islander	43
	Black	170
	White	0
	Hispanic / Latino	0

Number of complaints of racial profiling	
Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0
Comparative Analysis	
Use TCOLE's auto generated analysis	X
Use Department's submitted analysis	
Optional Narrative	
N/A	

Submitted electronically to the



The Texas Commission on Law Enforcement

BRAZOS CO. CONST. PCT. 1

01. Total Traffic Stops:	271	
•		
02. Location of Stop:		
a. City Street	191	70.48%
b. US Highway	1	0.37%
c. County Road	17	6.27%
d. State Highway	62	22.88%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	268	98.89%
b. YES	3	1.11%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	14	5.17%
c. Black	44	16.24%
d. White	170	62.73%
e. Hispanic/ Latino	43	15.87%
05. Gender:		
a. Female	117	43.17%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	1.85%
iii. Black	20	7.38%
iv. White	76	28.04%
v. Hispanic/ Latino	16	5.90%
b. Male	154	56.83%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	9	3.32%
iii. Black	24	8.86%
iv. White	94	34.69%
v. Hispanic/ Latino	27	9.96%
06. Reason for Stop:		
a. Violation of Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	

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iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Pre-Existing Knowledge	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Moving Traffic Violation	232	85.61%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	12	5.17%
iii. Black	33	14.22%
iv. White	148	63.79%
v. Hispanic/ Latino	39	16.81%
d. Vehicle Traffic Violation	39	14.39%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	5.13%
iii. Black	11	28.21%
iv. White	22	56.41%
v. Hispanic/ Latino	4	10.26%
)7. Was a Search Conducted:		
a. NO	271	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	2
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
0. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	8
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

v. Hispanic/ Latino	0	0.000
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	-
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	78	28.78%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	6.41%
iii. Black	13	16.67%
iv. White	48	61.54%
v, Hispanic/ Latino	12	15.38%
b. Written Warning	9	3.32%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	11.11%
iii. Black	0	0.00%
iv. White	8	88.89%
v. Hispanic/ Latino	0	0.00%
c. Citation	181	66.79%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	8	4.42%
iii. Black	30	16.57%
iv. White	112	61.88%
v. Hispanic/ Latino	31	17.13%
d. Written Warning and Arrest	1	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%

e. Citation and Arrest	2	0.74%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	2	0.74%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	0.37%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	100.00%
iv. White	0	0.00%
v. Hispanic/ Latino	0	0.00%

13. Was Physical Force Used:

a. NO	271	100.00%	
i. Alaska/ Native American/ Indian	0	0.00%	
ii. Asian/ Pacific Islander	43	15.87%	
iii. Black	170	62.73%	
iv. White	0	0.00%	
v. Hispanic/ Latino	0	0.00%	
b. YES	0	0.00%	
i. Alaska/ Native American/ Indian	0		
ii. Asian/ Pacific Islander	0		
iii. Black	0		
iv. White	0		
v. Hispanic/ Latino	0	-	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0		
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0		
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0		
14. Total Number of Racial Profiling Complaints Received:	0		Car Sciences
REPORT DATE COMPILED 02/29/2024			