MINUTES

MARCH 19, 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 19, 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;
Wanda J. Watson, Commissioner of Precinct 4;
Karen McQueen, County Clerk.

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 Konderla

2. Call for Citizen input and/or concerns

   There was no citizen's input.

3. Presentations and/or Discussions

   - Presentation of the building envelope report performed on the Brazos County Administration Building, by Ken Burch, Managing Principal, PlanNorth Architectural Co.

Ken Burch with PlanNorth Architectural Company presented the Exterior Envelope

Assessment report for the Brazos County Administration building. Mr. Burch said they focused on the North Wing and Sanctuary areas of the building and preformed two tests. One test was a water test on the windows to see if they were failing and the other test was a visual inspection behind the masonry. Most areas showed there is little to no weatherproofing barrier and there is signs of deterioration. Mr. Burch stated his recommendation is to replace the windows, gaskets, frames, add weatherproofing, and add insulation. Commissioner Aldrich asked what the longevity of the building will be once the remediation is complete. Mr. Burch answered a thirty to fifty year life extension. Commissioner Aldrich then asked if there are any structural issues. Mr. Burch stated they found some moisture issues with the slab but no foundation issues. Commissioner Konderla asked if there is any problems with the roof. Mr. Burch said the roof was not addressed in this scope of work but will be included in another inspection. Commissioner Aldrich suggested that all county buildings have a similar facade going forward. Judge Peters noted that we are fortunate to have fund balance that will allow us to fund the project. Commissioner Aldrich then suggested using Certificates of Obligation, Referendum debt or Debt Service as funding. Judge Peters said that Debt Service may not be possible with the timeline restraints on the ARPA funding that will be used for part of this project. He said it would not be prudent to switch midstream. A copy of the report is attached.

Consider and take action on agenda items: 4 - 16

4. Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000470 - County Attorney. This grant is the result of Senate Bill 22 during the 2023 legislative session and is for $275,000.

   Commissioner Aldrich commented he would like to hear from the County Attorney, District Attorney and the Sheriff on how the funds from the grants were utilized. A copy is attached.

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

5. Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000167 - District Attorney. This grant is the result of Senate Bill 22 during the 2023 legislative session and is for $275,000.

   A copy is attached.

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

6. Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000100 - Sheriff's Office. This grant is the result of Senate Bill 22 during the 2023 legislative session and is for $500,000.

   A copy is attached.

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

7. Approval of the Brazos County Tax Incentives Application.

   Commissioner Berry thanked Kimberly Roach for her thorough work on the application. A copy of the Brazos County Tax Incentives Application is attached.

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

8. Approval of Assignment for vendor name change from Gendron and Thibodeaux to Gendron and Flanigan.

   Attorney Lane Thibodeaux announced he is retiring from active trial work at the end of March 2024 and has plans to provide appellate work for the Brazos County Public Defender's Office. Mr. Thibodeaux thanked the Court for trusting him in representing juveniles for the past 24 years. He said it has been an honor and a privilege to work with indigent juveniles and the Juvenile Services staff. Mr. Thibodeaux then introduced Shannon Flanigan, who will be working along side Patrick Gendron to provide representation to juveniles. The Court expressed their thanks and appreciation to Mr. Thibodeaux for the outstanding work he has done.

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

9. Approval of Amendment #2 and #3 to CIP #23-601 Architect Design Contract for Brazos County Administration Building for additional design services.

   - a. Amendment #2 is in the amount of $58,147.00. This amendment adds design services for the 2nd floor buildout of the sanctuary area and chiller replacement and deducts the remainder of consulting services for envelope consultant. ARPA revenue replacement funds are to be used for this amendment.

   - b. Amendment #3 is in the amount of $500,980.00. This amendment adds design services for additional exterior envelope of the entire building. General capital funds are to be used for this amendment.

   Both amendments are valued at $559,127.00 and will bring the total of the design contract to $1,426,874.00.

   Judge Peters noted that this item refers back to the presentation given by Mr. Burch. A copy of the amended agreement is attached.

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

10. Approval of Service Contract #24-102 Cementitious Slurry with Southern Cement Slurry, LLC.

    A copy of the service contract is attached.

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

11. Tax Refund Applications for the following:

Overpayments

- a. A&M Super Storage, Inc. - $1,115.26
- b. John & Elizabeth Raney - $5.91

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

12. Budget Amendments.

- FY 23/24 Budget Amendments 23.01 - 23.05

23.01 Transfer funds from Contingency to 472nd District Court.
23.02 Transfer funds from Contingency to Community Support.
23.03 Transfer funds from Contingency to Exposition Complex.
23.04 Transfer funds from Contingency to 472nd District Court.
23.05 To recognize a revenue loss to American Rescue Plan Revenue Replacement funds.

Motion: Approve, Moved by Commissioner Nancy Berry, 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

A copy of the Personnel Change of Status requests is attached.

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

14. Payment of Claims.

Claims

8201478 - 8201638
9200601 - 9200655

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

15. Convene into Executive Session pursuant to Texas Government Code §551.087 for deliberation regarding economic development negotiations.

    The County Judge stated the Court would consider item 17 through 20 and then convene into Executive Session.

    Having considered the previously noted agenda items, at 10:32 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate pursuant to Texas Government Code 551.087 as stated above.

    The following individuals were asked to stay for the meeting:
    Cheryl Coffman, Executive Assistant
    Bruce Erratt, General Counsel
    Allison Lindblade, Assistant General Counsel
    Katie Conner,County Auditor
    Nina Payne, Budget Officer
    Kimberly Roach, Intergovernmental Liaison

16. Consider and possible action on Executive Session.

    At 11:00 a.m. the County Judge announced the meeting open to the public and no action would be taken on the Closed Executive Session.

17. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of March 13, 2024. Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of March 13, 2024.

    The Court acknowledged receipt of the 2023-2024 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of March 13, 2024.

18. Juvenile director's report on detention population.

    Juvenile Director Linda Ricketson reported there are 36 juveniles in the detention center, 26 are male and 10 are female, and 44 have electronic monitors.

19. Sheriff's report on inmate population.

    Sheriff Wayne Dicky stated there are 785 inmates in jail, 658 are male and 126 are female, and 43 have electronic monitors. Sheriff Dicky explained that is the normal population increase as we approach summer. Commissioner Aldrich asked if there is enough staff to handle the increase. Sheriff Dicky answered they currently have staff for a population of 672, but will need to address increasing staff during budget meetings.

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

    Commissioner Berry asked for prayers for the families of General Joe Ramirez and Glenn Brewer for their loss of loved ones. Commissioner Konderla expressed his condolences to the families of Karen Meekma and former Mayor Mark Conlee on their passing. Commissioner Watson also shared her condolences on the passing of Judge Morris Overstreet, who was the first African American elected to a statewide office in Texas and a former classmate at Angelo State University.

21. Adjourn.

The foregoing minutes of the Commissioners Court Meeting held March 19, 2024, have been examined and are approved in open Court this 9th day of April 2024, in Bryan, Brazos County, Texas.

Duane Peters
County Judge

Steve Aldrich
Commissioner, Precinct 1

Chuck Konderla
Commissioner, Precinct 2

Nancy Berry
Commissioner, Precinct 3

Wanda J. Watson
Commissioner, Precinct 4

Attest:

Karen McQueen
County Clerk

FILED

2024 MAR 15 P 12:45

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 19, 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

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1. Invocation and Pledge of Allegiance
   - U.S. and Texas Flag - Commissioner Konderla
2. Call for Citizen input and/or concerns
3. Presentations and/or Discussions
   - Presentation of the building envelope report performed on the Brazos County Administration Building, by Ken Burch, Managing Principal, PlanNorth Architectural Co.

Consider and take action on agenda items: 4 - 16

4. Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000470 - County Attorney. This grant is the result of Senate Bill 22 during the 2023 legislative session and is for $275,000.
5. Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000167 - District Attorney. This grant is the result of Senate Bill 22 during the 2023 legislative session and is for $275,000.
6. Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000100 - Sheriff's Office. This grant is the result of Senate Bill 22 during the 2023 legislative session and

is for $500,000.

7. Approval of the Brazos County Tax Incentives Application.
8. Approval of Assignment for vendor name change from Gendron and Thibodeaux to Gendron and Flanigan.
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    - b. John & Elizabeth Raney - $5.91

12. Budget Amendments.

    - FY 23/24 Budget Amendments 23.01 - 23.05

13. Personnel Change of Status.

    - a. Employment & Separations
    - b. Personnel Action Forms

14. Payment of Claims.
15. Convene into Executive Session pursuant to Texas Government Code §551.087 for deliberation regarding economic development negotiations.
16. Consider and possible action on Executive Session.
17. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of March 13, 2024. Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of March 13, 2024.
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 Brazos County Administration Building, 200 S. Texas Avenue, Suite 106, Bryan, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT FACEBOOK.COM/BRAZOSCOUNTYTX 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.

BRAZOS COUNTY
COMMISSIONER'S COURT

19 DAY OF March, 2024
10:00 AM/PM, Regular Meeting

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Cheryl Coffman	Comm. Court
Aubrey Leggett	Comm. Court
Katia Baeza	Comm. Court
Lane Thibodeaux	Attorney
Karen McQueen	County Clerk
Ashlie Peters-Bowman	Co. Clerk's Off.
Trevor Lansdown	County Judge
Kent Burch	Plannorth Architectural Co.
Ryan Key	Plannorth Architectural Co.
Bob Lamkin	County Judge
Katie Conner	Auditor
Lina Ricketson	Juvenile
Nina Payne	Budget
B Erratt	Co. Judge
Ann Boney	NAACP

BRAZOS COUNTY
COMMISSIONER'S COURT

19th DAY OF March, 2024
10:00 AM/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Kimberly Roach	CO Judge
Spencer Mays	Budget
Presley Nilsson	Purchasing
Kaitlyn Battles	Purchasing
Paul Mathews	S.O.
Wayne Dicky	S.O.
Ben Holmes	VSO
MIKE STREET	
Katie Mock	BTD
Allison Lindstadt	CJ
Terrence Nunn	JP2
Marsha Anderson	Co. Judge
Shannon Flanigan	Flanigan Law Firm
Jennifer Salazar	HR
Raeanna McConathy	HR

BRAZOS COUNTY
COMMISSIONER'S COURT

19th DAY OF March, 20 24
10:00 AM/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
[illegible]	IT
Kyle Hawthorne	B&M
Cristian Villarreal	Treas
MELISSA BOWES	Co. Judge
Ignacio Contreras Jr	BCSO

Exterior Envelope Assessment

of the

Brazos County Administration Building

200 South Texas Ave, Bryan TX

FINAL REPORT
2.19.2024

ZERO / SIX
Consulting
Envelope Architecture

Zero/Six Consulting, LLC
1027 Tremont St. Galveston TX 77550
z6consulting.com

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ABBREVIATIONS

ASCE	American Society Civil Eng.
ACM	Asbestos Containing Material
AVB	Air Vapor Barrier
BUR	Built Up Roof
CFMF	Colf Formed Metal Framing
CIP	Cast In Place Concrete
CW	Curtain Wall Glazing System
IBC	International Building Code
IECC	International Energy Conservation Code
MB	Modified Bitumen
MEP	Mechanical Electrical Plumbing
MP	Metal Panels
MV	Masonry Veneer
NRCA	National Roofing Contractors As.
PW	Punched Windows
PVC	Polyvinyl Chloride
RCP	Reinforced Concrete Pipe
ROM	Rough Order Magnitude
RTU	Roof Top Unit
SF	Storefront Glazing System
SP	Single Ply
TDI	Texas Department of Insurance
TPO	Thermoplastic Polyolefin
UV	Ultraviolet
WRB	Weather Resistive Barrier
ZSC	Zero/Six Consulting

REPORT DEFINITIONS

Stage One Facility Evaluation	Report based on review of construction documents and visual observations only.
Stage Two Facility Evaluation	Report based on review of construction documents, visual observations, and testing.
Stage Three Facility Evaluation	Report based on review of construction documents, visual observations, testing, and destructive investigations.
Service Life	The period during which a building material or system can perform as intended.
Poor Condition	Vulnerable to a common wind and/or rain event. Needs attention immediately.
Fair Condition	Service life should survive 5 years with yearly inspections and normal maintenance.
Good Condition	Service life should survive 5 years with no action. Re-inspections should occur within a minimum of 5 years.
Recovery Details	Architectural details prepared to correct a design or construction defect, or to enhance existing and/or outdated conditions.

PROJECT DATA

Project:	Brazos County Admin Building	Client:	Plan North Architects
Address:	200 South Texas Ave. Bryan, TX	Contact:	Ryan Key – PNA Trevor Landsdown - BC

Construction Team:	Unknown	Design Code:	Unknown
Project Manager:	Unknown	Wind Speed:	Unknown
Architect:	Calhoun, Tungate & Jackson	Importance Factor:	Unknown
Contractor:	Unknown	Exposure Cat:	Unknown

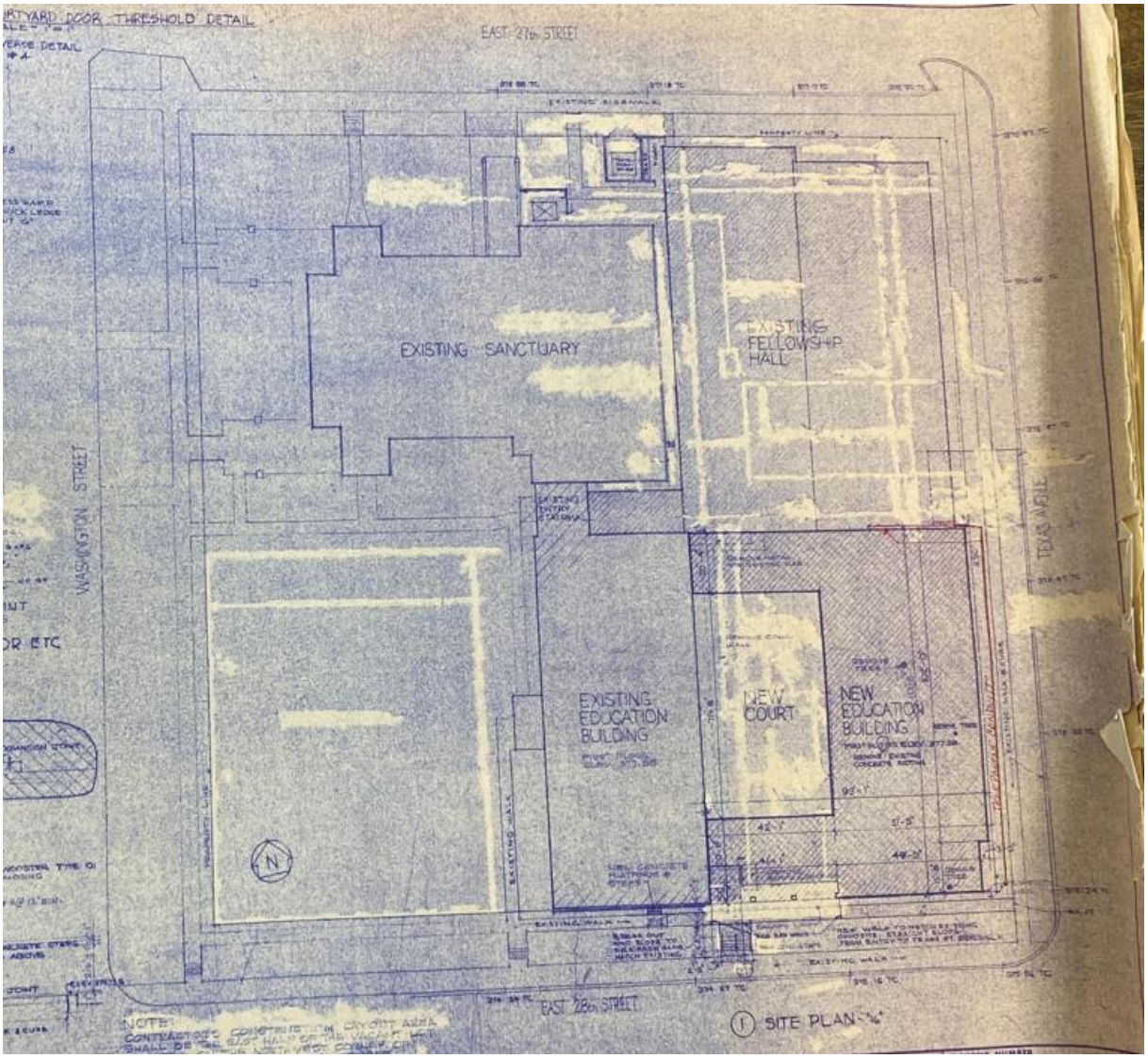
Complete:	1970s	Levels:	3
Building Use:	Administrative	High Rise:	No
Storm Damage:	Damages appear from building age, not storm related	Approximate SF:	

HISTORY

The Brazos County Administrative Building was originally constructed as the First Baptist Church of Bryan, Texas, some time before 1973. Original construction documents dated from October of 1973 show the addition of the Education Building and Fellowship Hall to the original Sanctuary. Construction documents dated November of 1979 show the addition of the Courtyard and New Education Building. In between the late 70s and 2007, the Church Sanctuary was demoed and rebuilt on the south-end of the structure, along with an addition to the older education building. Two portable buildings were placed where the original Sanctuary was once located. Construction documents titled “A New Administrative Office Facility for Brazos County” dated June 2007 show the removal of the portable buildings, improvements to the parking lot areas and sidewalk enhancements, a chiller and generator housing, in addition to interior remediations through-out.

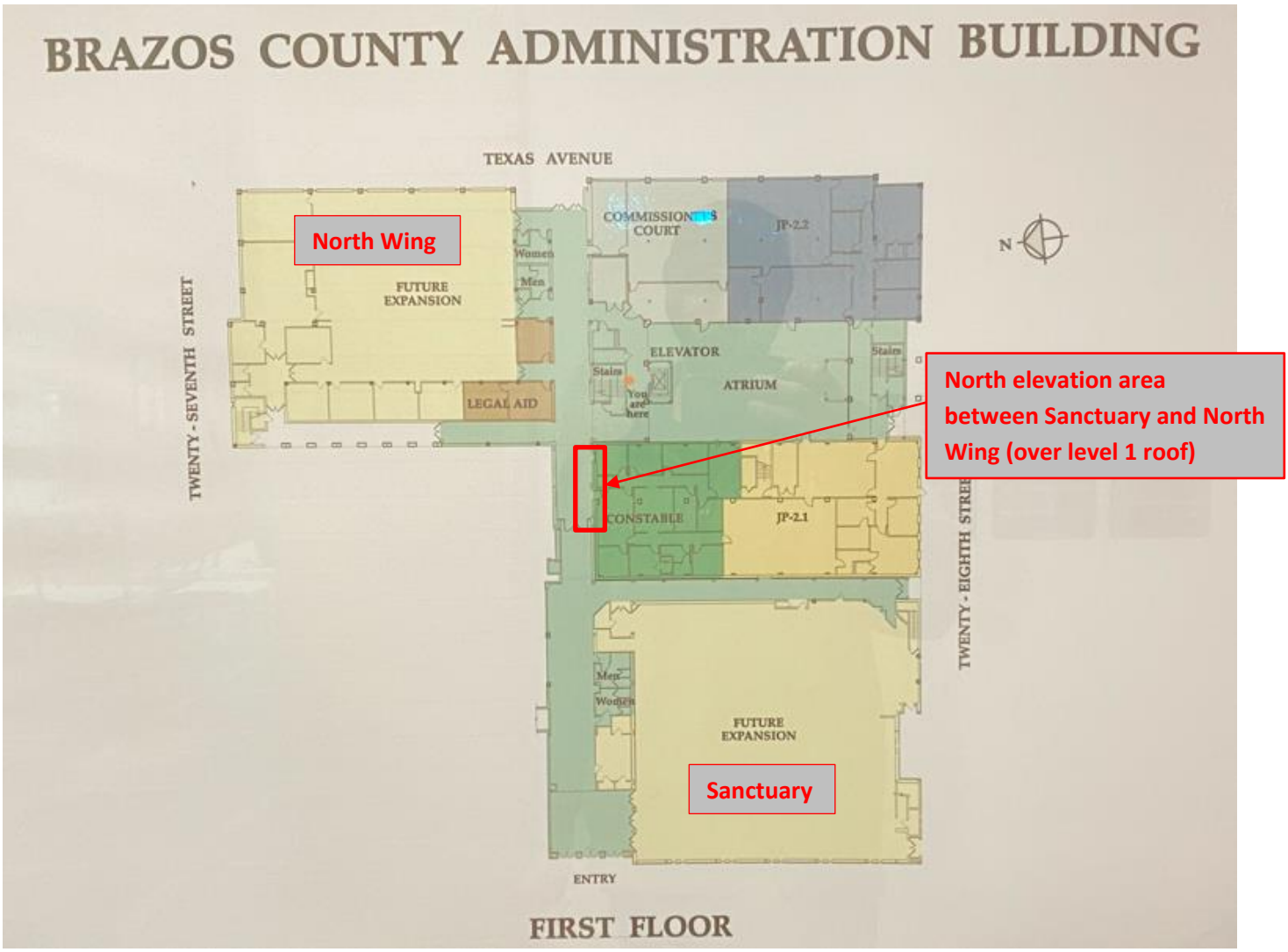
Zero/Six Consulting, LLC (ZSC) was commissioned in January of 2024 to perform a stage three facility evaluation of the building envelope with emphasis on the north wing and sanctuary windows (as they are planning to be replaced in the near future) and provide a written narrative outlining findings of the assessment and recommendations of repairs. This report is that narrative, but it alone is not an adequate vehicle to direct future remedial services. All future construction remedial activities should be master planned and described via detailed construction documents.

SITE PLAN



Site Plan from 1979

SITE PLAN



Current First Floor Plan

EXECUTIVE SUMMARY

This report is a Stage Three Facility Evaluation with medium investigative intensity that has identified sources of water infiltration into the Sanctuary and the area between the Sanctuary and North Wing (north elevation, over the level 1 roof adjacent to the enclosed chiller and generator area). ZSC utilized modified AAMA 501.2 (nozzle) testing to recreate water infiltration, which indicated failing window system sealants, and compromised perimeter sealant joints. United Restoration and Preservation (URP) was contracted under ZSC to remove and re-install masonry for observations in areas directed by ZSC.

Testing, in addition to observations at demoed areas, revealed that in most cases there is little-to-no sub-wall waterproofing behind the masonry veneer. Additionally, the window systems appear to be anchored directly to the masonry veneer. The sub-wall assembly appears to either be cold formed metal framed wall (CFMF) with ½" gypsum board (north wing and sanctuary), or a CMU substrate (area over low roof), all with masonry veneer. The north wing and the north elevation were noted to have an elastomeric coating applied over the masonry veneer, with wet glazed detailing at the level 2 storefronts along the north wing. No leaks were observed during testing in that area. Testing on the north elevation over the low roof resulted in failures regarding the windowsills and sill pans. At the Sanctuary, leaks were observed along the jambs.

ZSC was commissioned by Plan North Architects to perform this Stage Three Facility Evaluation, with emphasis on the North Wing and Sanctuary, which included reviews of available existing construction documents, observations from ground level and cursory locations where accessible via boom-lift, and removal of veneer in key locations chosen by ZSC (performed by United Restorations). This report serves to incorporate our opinion and subsequent recommendations based on the aforementioned data obtained.

OBSERVATIONS

ZSC conducted an envelope assessment, with emphasis on the Sanctuary, North Wing, and north elevation area over the level 1 roof (between Sanctuary and North Wing, *see site plan*). Randomized nozzle testing was performed on selected specimens at all three locations, with results outlined below. ZSC directed URP to demo select areas of the masonry walls in order to observe and document our findings to aid in a window replacement and remediation plan. These areas were patched back with the existing masonry units, mortar joints were color matched, and the coating was re-applied (where applicable).

Initial observations showed that a portion of the North Wing; west and north elevations has a masonry coating applied to the brick masonry walls. A bucket of the coating was stored on-site, and it was noted that Garland Tuff Coat was applied to these areas of the exterior. The west elevation masonry wall at the Sanctuary, along with the south and east elevations did not have a masonry coating applied to veneer. ***See Photos 01-04***

Nozzle Testing at Sanctuary

Forensic nozzle testing at the Sanctuary's west elevation resulted in moisture infiltration when the jambs were directly sprayed. ZSC was granted permission to cut small "access" holes in the interior drywall (for the purpose of utilizing a borescope) to observe the moisture leaks from the interior side. Testing began at ground level and worked up to level 2. Six (6) out of the ten (10) multi-level window systems were tested, and water infiltration at the jambs at ground level was observed throughout the testing via litmus (water indication) paper and the borescope camera. It appears that water was able to bypass the perimeter joinery through the masonry mortar joints and/or voids in the perimeter sealant joinery and window systems. ***See Photos 05-09 and Exhibit A***

Masonry Demo & Observations at Sanctuary

Two areas were opened for visual observations at the Sanctuary multi-floor window systems, at the west elevation. The first area was located adjacent to the jamb/sill interface with the window system, and the second one located adjacent to the head/jamb interface of the window systems. Masonry units were not removed directly next to the window systems, so as to not affect the perimeter sealant joinery.

The first area adjacent to the sill/jamb area of the window system revealed that there is no waterproofing (or damp-proofing) applied to the exterior sheathing. Typically, the vertical joinery of the sheathing boards would've been detailed with a *mastic* or *damp-proofing*, none of which was observed to be applied on the Sanctuary sub-wall. No sheet metal flashings were installed around the window system, with the exception of a sill flashing at the base of the windows. The sill framing member did not appear to be attached to any structure, but is cantilevered out of the interior and likely fastened to the brick masonry. A poly vapor retarder was observed extending up from the wall base, which is likely the extent of the base wall flashing.

OBSERVATIONS (cont.)

The second area adjacent to the head of the window system also revealed bare sheathing boards behind the masonry wall. The vertical sheathing joinery was verified to not be detailed with any sort of waterproofing. The head of the window system also sits proud of the interior framing, which may be the only non-component and cladding attachment point for the system (typical).
On the exterior of the Sanctuary windows, the perimeter sealant joinery appears to be at the end of its service life. Voids in the window system sealant detailing were also observed throughout. Interior damage indicates that these issues have been ongoing, and leaks have been occurring at these windows for quite some time. ***See Photos 10-21***

It is ZSCs understanding that the sheet metal fascia and flat roof area above the Sanctuary are planned for replacement in the near future, and therefore were not included in this assessment. No concerns were observed related to the exterior gutter system.

Nozzle Testing at North Wing

No water infiltration was observed during the nozzle testing performed along the west elevation level 2 punched windows at the North Wing. Four (4) of the thirteen (13) punched windows were tested per AAMA 501.2 standards, and all passed. The existing coating and wet seal detailing appear to be in good condition, however, ZSC noted gasketed fasteners were installed into the weep holes of the window system. ***See Photos 22-24 and Exhibit B***

Masonry Demo & Observations at North Wing

Two areas were opened for visual observations at a single punched window along the west elevation of the north wing at level 2. Similar to the Sanctuary, one location was adjacent to the jamb/sill interface of the window system, and the other was located adjacent to the head/jamb interface. Masonry units were not removed directly next to the window systems, so as to not affect the perimeter sealant joinery.
At the area adjacent to the sill/jamb, ZSC also observed no waterproofing applied to the exterior sheathing boards. Similar observations were made at the head/jamb openings adjacent to the window system, however, it was noted that a mastic or damp-proofing type of material was applied to the shelf angle at the head of the window opening.
On the interior of the North Wing's west elevation, a portion of the interior wall was opened and ZSC was able to verify fasteners attaching the sill framing member directly to the masonry veneer. ***See Photos 25-31***

Existing water damage appeared to originate from the roof level at the North Wing, however ZSC was informed that roof has recently been replaced, and therefore was not included in this assessment. No concerns were observed regarding the exterior gutter system.

OBSERVATIONS (cont.)

Nozzle Testing at North Elevation, over low roof *(between north wing and sanctuary)*

Forensic nozzle testing at the level 2 punch windows resulted in moisture intrusion via the sill portion of the operable window systems. Three (3) out of the four (4) punch windows were tested, and two (2) of the three (3) windows tested resulted in failures at the sill. Moisture was observed infiltrating the interior side by rolling over the backside of the sill pan. The existing wet seal detailing appears to have compromised the windows' ability to drain moisture that enters the system. ***See Photos 32-34 and Exhibit C***

Masonry Demo & Observations at North Elevation, over low roof

Only one area of the masonry wall was opened up over the level 1 low roof, due to the roofing system interface with the masonry wall adjacent to the windowsills. This area was located adjacent to the head/jamb interface of the operable window. Masonry units were not removed directly next to the window systems, so as to not affect the perimeter sealant joinery.

ZSC observed the sub-wall to be comprised of CMU in lieu of CFMF and gypsum exterior sheathing. Additionally, a mastic or damp-proofing type material was observed to be applied to the CMU substrate. It was also observed that there was little to no air space between the masonry veneer and CMU sub-wall.

The existing masonry coating appeared to be in good condition, with the exception of the sloped masonry beneath the sill of the windows. These areas appear to be deteriorating at a faster rate than the vertical surfaces, potentially from cascading water during rain events. Additional cracking was observed in the coating that was applied over the mortar joinery along the head of the windows. The existing window sealants were observed to be in poor condition, with cracking and deterioration observed along the sills. ***See Photos 35-42***

ZSC noted additional general concerns related to the buildings' exterior, some of which may be repeat items from above: ***See Photos 43-63 & Exhibit D***

- Cracking mortar joinery, and voids in masonry and mortar joinery where building signage was once placed.
- Failing/deteriorating masonry control joints.
- Failing/deteriorating sealant joinery at window perimeters.
- Voids/holes in glazed-in panels and window systems.
- Hollow metal doors at North Wing (inside arched entrances) have a threshold that is recessed into the topping slab.
- Voided/deteriorated wall penetrations.
- Landscaping concealed slab edge in some areas, where weeps and/or curtain wall sill are potentially blocked.
- Exposed wood blocking along window heads at east elevation of North Wing.
- Staining at plaster eyebrow above soffit at east elevation entrance.
- Corroded window screens and window frames along south elevation (JP-21).
- Corroded shelf angles at south elevation (west facing) exit door (sanctuary area).
- Inadequate roof termination at north elevation low roof at north wing rise-wall

RECOMMENDATIONS

Based off of the existing conditions, and lack of a continuous weather resistive barrier (WRB) protecting the building, a window replacement project should not be the extent of the project if the goal of the project is to waterproof the building's exterior envelope.

Window replacement will merely provide a water tight square in a very leaky (with regard to air and water infiltration) existing building envelope. The air infiltration subject is something this report does not go in depth on, however, moisture laden air is traversing the exterior walls during hot, humid (and sometimes cold humid) months and likely causing condensation issues that we were not made aware of or are hidden by interior finishes.

While an elastomeric coating may provide some level of temporary protection with regard to bulk water infiltration, the masonry weeps would remain open and allow moisture laden air into the building through the compromised back up wall. This may be a temporary solution until recladding the building with proper environmental separation can be budgeted for but should under no circumstances be considered a primary solution to the existing problem.

In order to maintain the buildings service life, and mitigate the amount of future moisture intrusion, ZSC recommends the following.

Primary Action Plan:

1. Remove all masonry veneer over CFMF wall assemblies in sections to replace exterior sheathing, install continuous weather resistant barrier (WRB), and reinstall veneer. Updated building codes now require the use of C.I. (continuous insulation) which must be established in the cavity wall. This may require revisions to the lengths of relief angles/lintels to ensure proper cavity ratio, and proper masonry bearing surface is achieved.
2. Incorporate flashings into the aforementioned WRB system that will span between the new WRB and new window systems. Blocking or other attachment methods at the heads, jambs and sills should be incorporated in this phase to provide structural attachment points for the window system. Windows cannot be attached to components and cladding.
3. Replace window systems with systems that can perform per current wind loads (ASCE 7-16) and resist water penetration per 20% of the design loads. All systems are to be sealed to flashing extensions from the WRB and not components or cladding.
4. Reconfigure landscaping so there is a positive slope away from the building.
5. Implement a saw-cut sheet metal reglet-type counter flashing detailing at north elevation low roof rise-wall.

A secondary, or back-up plan is also provided. However, it should be noted that this is more of a way to phase out the primary action plan, with an initial focus on the window perimeters, until the budget can allow for adding sub-wall waterproofing to the remainder to the buildings' exterior. It should also be noted that this secondary option requires the removal of masonry twice.

RECOMMENDATIONS (cont.)

Secondary Action Plan – Phase A:

1. North Wing (at coated veneer)
    1. Remove existing windows and masonry veneer at window perimeters. Blocking or other attachment methods at the heads, jambs, and sills should be incorporated to provide structural attachment points for the window systems.
    2. Replace window systems with systems that can perform per current wind-loads (ASCE 7-16) and resist water penetration per 20% of design load. Re-install adjacent masonry veneer. Seal perimeter joints to masonry returns, and re-coat masonry up to perimeter joint.

2. North elevation between North Wing and Sanctuary (same as above)
    1. Remove existing windows and masonry veneer at window perimeters. Blocking or other attachment methods at the heads, jambs, and sills should be incorporated to provide structural attachment points for the window systems.
    2. Replace window systems with systems that can perform per current wind-loads (ASCE 7-16) and resist water penetration per 20% of design load. Re-install adjacent masonry veneer. Seal perimeter joints to masonry returns, and re-coat masonry up to perimeter joint.

3. Sanctuary
    1. Remove existing windows and masonry veneer at window perimeters. Blocking or other attachment methods at heads, jambs, and sills should be incorporated to provide structural attachment points for the window systems.
    2. Install a stainless-steel sheet metal out-bound rigid flashing at jambs (tabbed onto head lintel) and sills (w/ vertical tabs turned inside of jamb flashing). SS sheet metal flashing should be set in a full bed of sealant at existing sheathing adjacent of rough opening (to be stripped in during Phase B)
    3. Replace window systems with systems that can perform per current wind-loads (ASCE 7-16) and resist water penetration per 20% of design load. Re-install adjacent masonry veneer. Seal perimeter joints to masonry returns, and re-coat masonry up to perimeter joint.
4. Reconfigure landscaping so there is positive slope away from the building.
5. Implement a saw-cut sheet metal reglet-type counter flashing detailing at the north elevation low roof rise-wall.

RECOMMENDATIONS (cont.)

Secondary Action Plan – Phase B

1. North Wing
    1. Remove masonry veneer in sections, including window perimeter joints. Replace exterior sheathing as needed and install a weather resistant barrier (WRB).
       Updated building codes require continuous insulation in the cavity wall space, which may require revisions to relief angle lengths and masonry ties, ensuring that the proper air space is maintained along with adequate masonry bearing surface.
    2. Install rigid stainless-steel sheet metal flashings into the WRB system, that will span between the WRB and the window systems.
    3. Re-install masonry veneer and install perimeter joints at window systems between window frames and flashings.

2. North elevation between North Wing and Sanctuary (same as above)
    1. Remove masonry veneer in sections, including window perimeter joints. Replace exterior sheathing as needed and install a WRB.
       Updated building codes require continuous insulation in the cavity wall space, which may require revisions to relief angle lengths and masonry ties, ensuring that the proper air space is maintained along with adequate masonry bearing surface.
    2. Install rigid stainless-steel sheet metal flashings into the WRB system, that will span between the WRB and the window systems.
    3. Re-install masonry veneer and install perimeter joints at window systems between window frames and flashings.

3. Sanctuary
    1. Remove masonry veneer in sections. Replace exterior sheathing as needed and install a WRB, stripping in the sheet metal flashings at the existing sheathing.
    2. Re-install masonry veneer.

End of Recommendations

PHOTOS

Sanctuary Overview

Non-coated masonry veneer

Photo 01

North elevation
Area between Sanctuary and North Wing

Coated masonry veneer

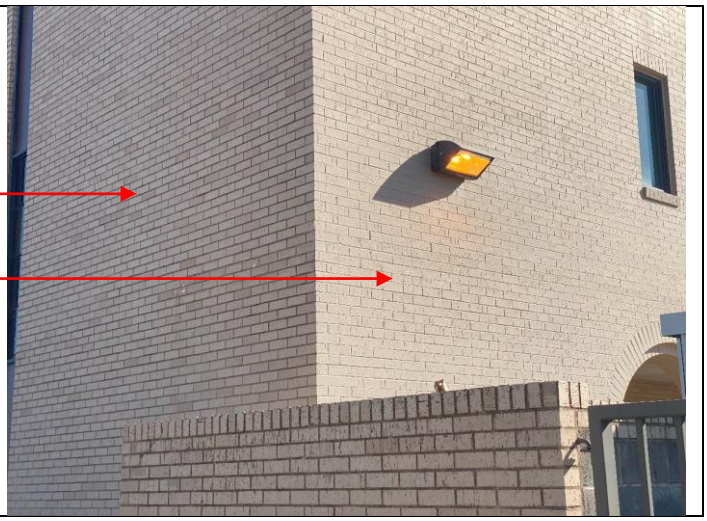
Metal wall panels

Photo 02

North wing overview

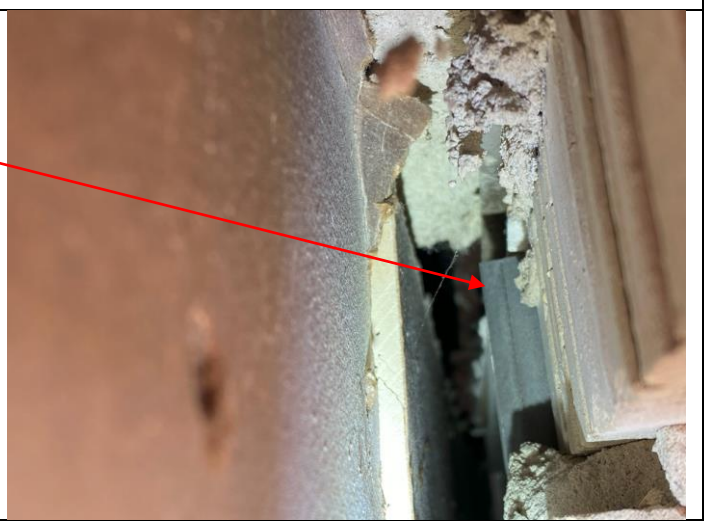
Area over low roof between sanctuary and north wing

Photo 03

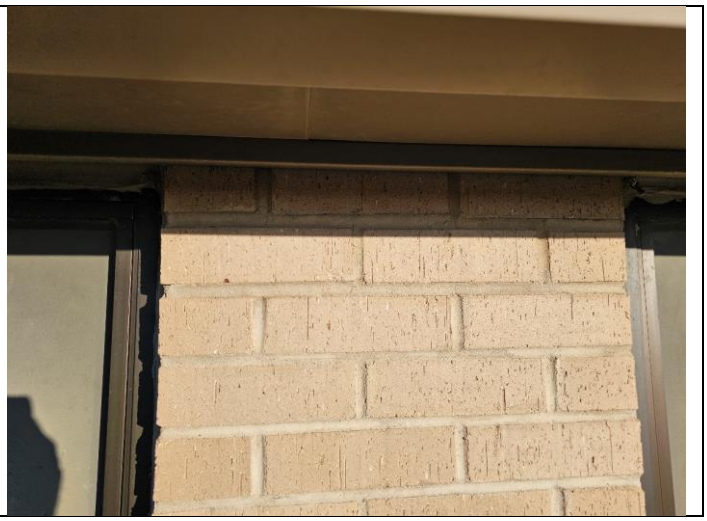
NW Corner of North Wing non-coated masonry veneer on north elevation coated masonry veneer on west elevation **Photo 04**	
Nozzle Testing ongoing at the Sanctuary **Photo 05**	
Water activation paper activating during nozzle testing at jambs **Photo 06**	

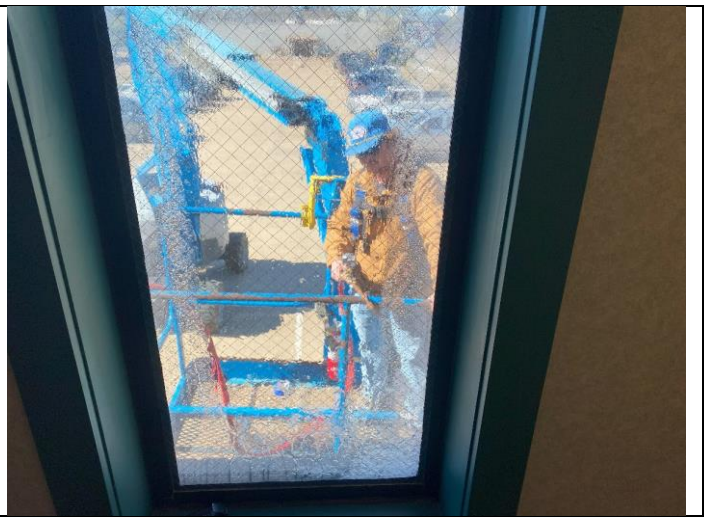
Water activation paper activating during nozzle testing at jambs **Photo 07**	
Borescope image of water running down backside of masonry during nozzle testing **Photo 08**	
Borescope image of additional masonry saturation during nozzle testing **Photo 09**	

Masonry demo area at Sanctuary **Photo 10**	
No waterproofing observed at sub-wall Potentially poly vapor barrier extending up from wall base **Photo 11**	
Sill flashing member appears “floating” thru sub-wall **Photo 12**	

Demoed area a Sanctuary near head of window system Lack of sub-wall waterproofing on sheathing boards **Photo 13**	
Non-detailed vertical sheathing joinery **Photo 14**	
Head of window system sits proud of RO and exterior sheathing **Photo 15**	

Typical windowsill condition at Sanctuary **Photo 16**	
Wet seal detailing with deteriorated sealant joints observed **Photo 17**	
Voids in masonry observed adjacent to window systems **Photo 18**	

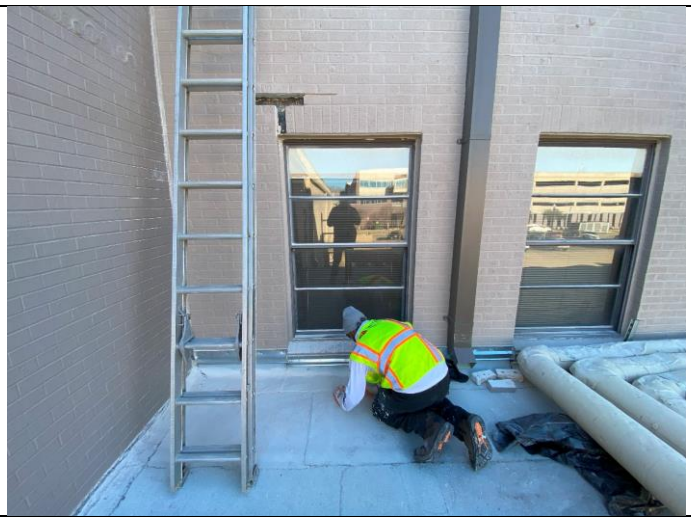
Failing/deteriorating sealant joinery along jambs at Sanctuary **Photo 19**	
Failing sealant joinery observed at heads of window system **Photo 20**	
Failing sealant joinery at window head **Photo 21**	

Nozzle testing ongoing at North Wing, west elevation **Photo 22**	
Borescope utilized to check for any leaks, none observed **Photo 23**	
Interior access holes opened by ZSC revealed a large amount of organic growth in wall insulation **Photo 24**	

Windowsill observed anchored directly into masonry beneath window system **Photo 25**	
Removed masonry unit at North Wing adjacent to jamb/sill Note the lack of waterproofing at the sheathing **Photo 26**	
ZSC utilizing a borescope into the sub-wall cavity **Photo 27**	

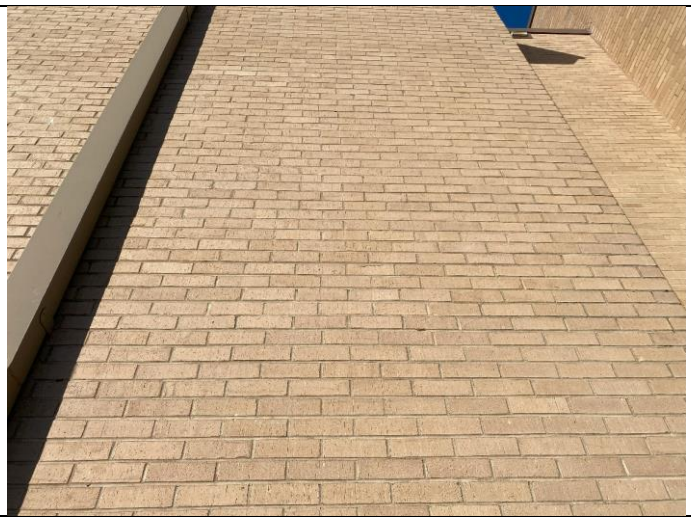
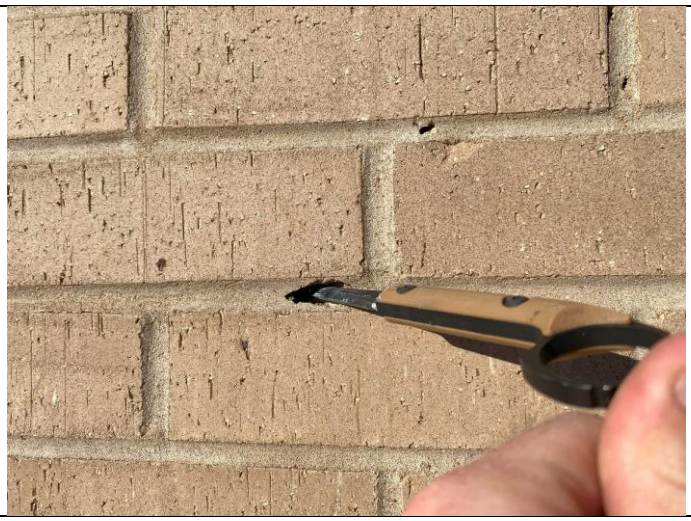
Damp-proofing type material observed running down sub-wall from head detailing **Photo 28**	
Shelf angle at head of window appear to be stripped in with a mastic or damp-proofing **Photo 29**	
Existing material appear to minimally capture the lintel detailing **Photo 30**	

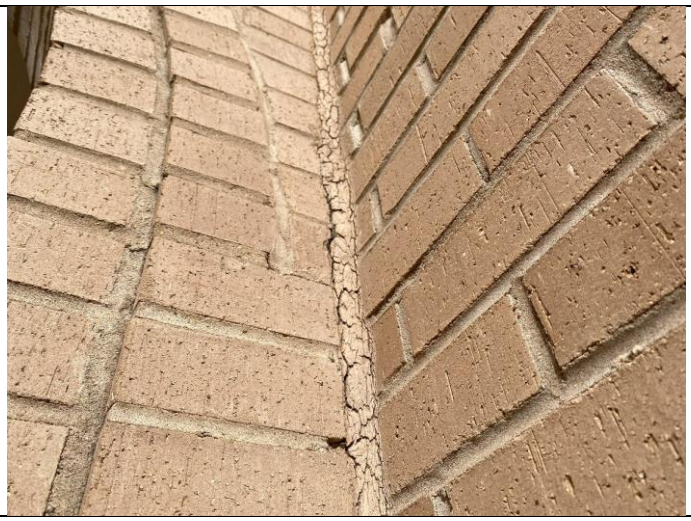
Existing material appears to stop 8-10” above shelf angle at head of window **Photo 31**	
Nozzle testing ongoing at area between North Wing and Sanctuary (over low roof) **Photo 32**	
Moisture intrusion observed via sill pans **Photo 33**	

It appears the wet seal detailing is preventing the sill pan from draining, as intended **Photo 34**	
Masonry demo over low roof area ZSC did not remove brick at roof level **Photo 35**	
Existing damp-proofing type material applied over sub-wall substrate **Photo 36**	

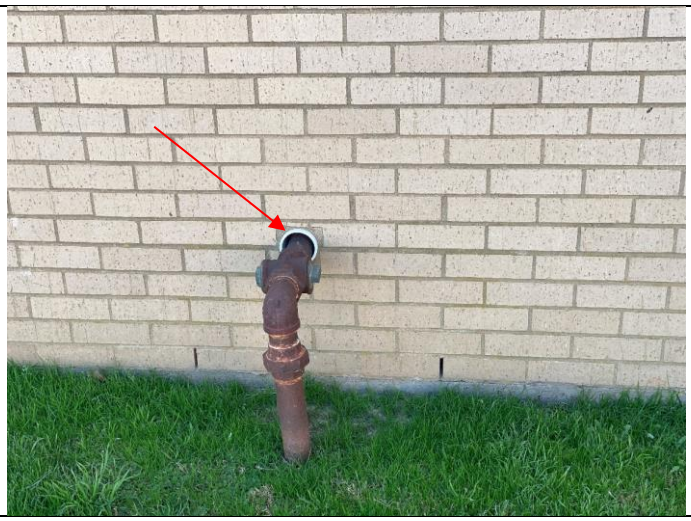
Suball substrate appears to be CMU block wall **Photo 37**	
Perimeter and window system sealants observed in poor condition **Photo 38**	
Cracking and signs of failing at head window perimeter joinery **Photo 39**	

Wet seal detailing appears at the end of its service life **Photo 40**	
Numerous cracks and chips observed in operable window frames. Screws were utilized to make the windows in-operable **Photo 41**	
Deteriorated perimeter sealant joinery at sill of windows **Photo 42**	

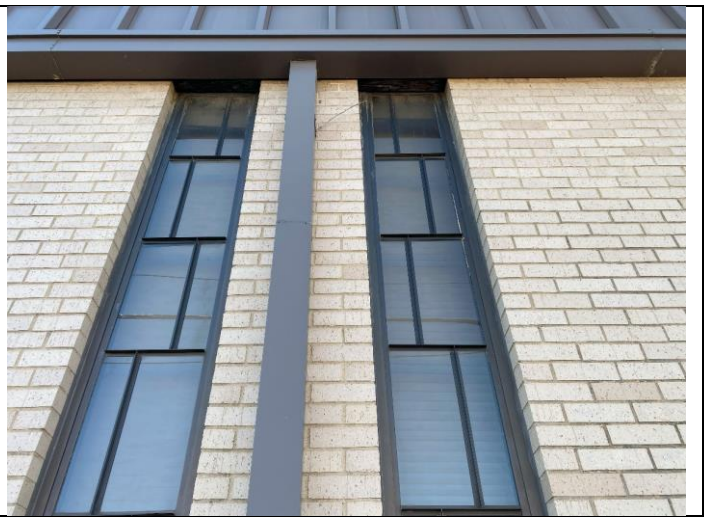
Typical view of cracking along mortar joints **Photo 43**	
Close-up of masonry and mortar joinery cracking **Photo 44**	
Void in mortar joint **Photo 45**	

Deteriorating/Failing sealant control joinery in masonry walls **Photo 46**	
Deteriorating sealant joinery at window systems **Photo 47**	
Deteriorating sealant joinery at window perimeters **Photo 48**	

Window perimeter sealant joinery in poor condition **Photo 49**	
Hole in glazed in panel in window system, located at north wing north stair tower **Photo 50**	
Hole/penetration thru glazed in panels **Photo 51**	

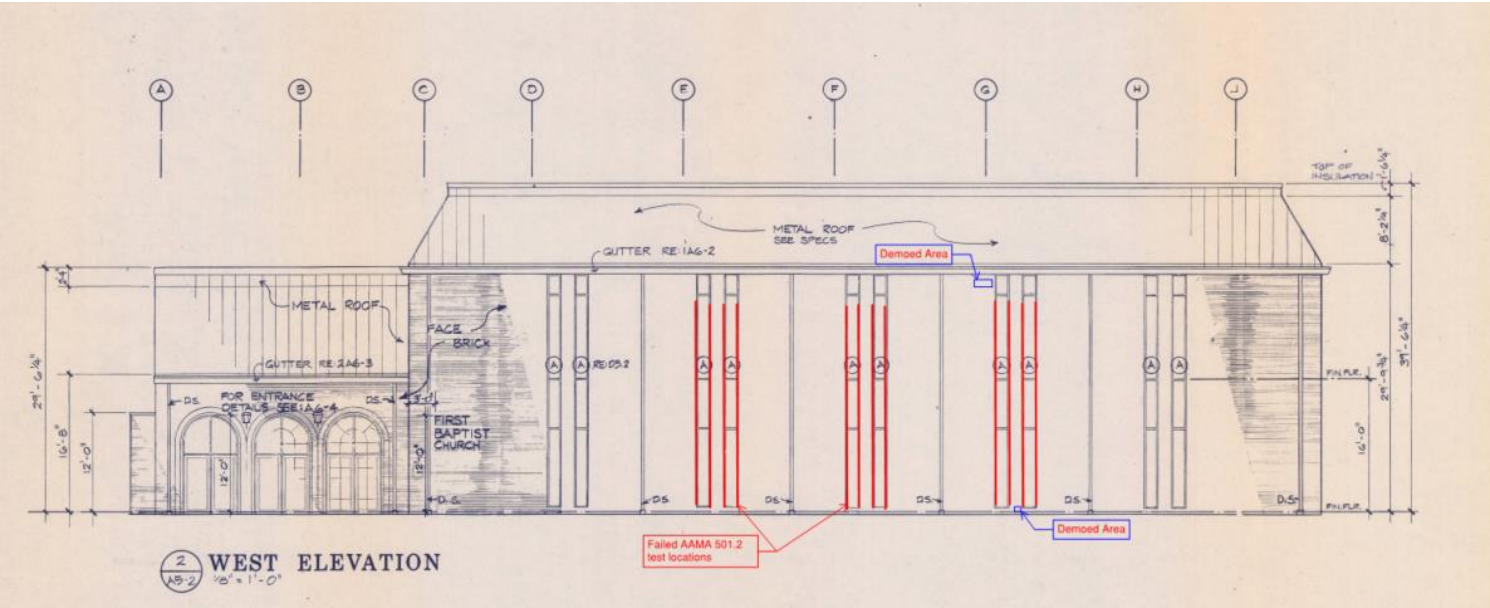
Sanctuary entry doors, threshold recessed in topping slab **Photo 52**	
Missing sealant detailing between sleeve and piping at penetration **Photo 53**	
Inadequately detailed wall penetration **Photo 54**	

Masonry weeps potentially obstructed by landscaping **Photo 55**	
Window system sill potentially obstructed by landscaping **Photo 56**	
Exposed wood blocking at window head along east elevation **Photo 57**	

Exposed wood blocking at window head along east elevation **Photo 58**	
Staining plaster beneath sheet metal fascia at east elevation **Photo 59**	
Corroded window systems along south elevation **Photo 60**	

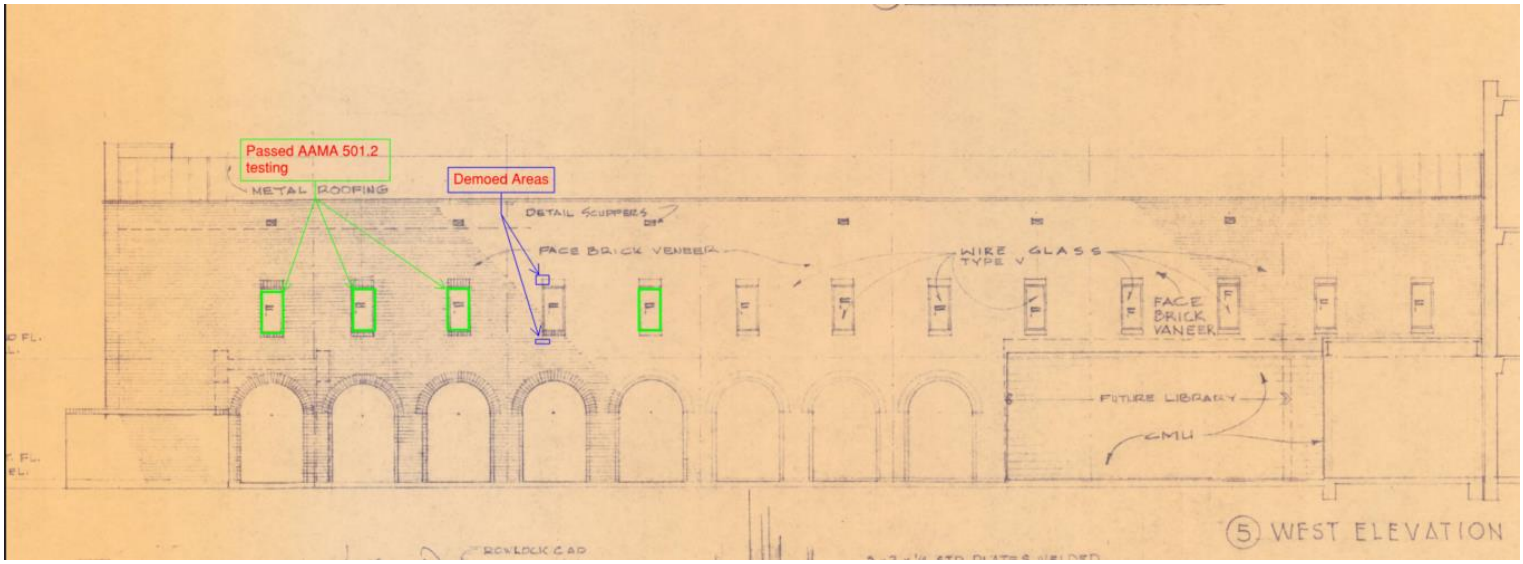
Corroded shelf angle **Photo 61**	
Corroded shelf angle at south elevation (west facing) exit door **Photo 62**	
Inadequate roof termination at north elevation low roof (north wing rise-wall) **Photo 63**	

EXHIBIT A



Sanctuary West Elevation Testing and Demo Mark-Up

EXHIBIT B

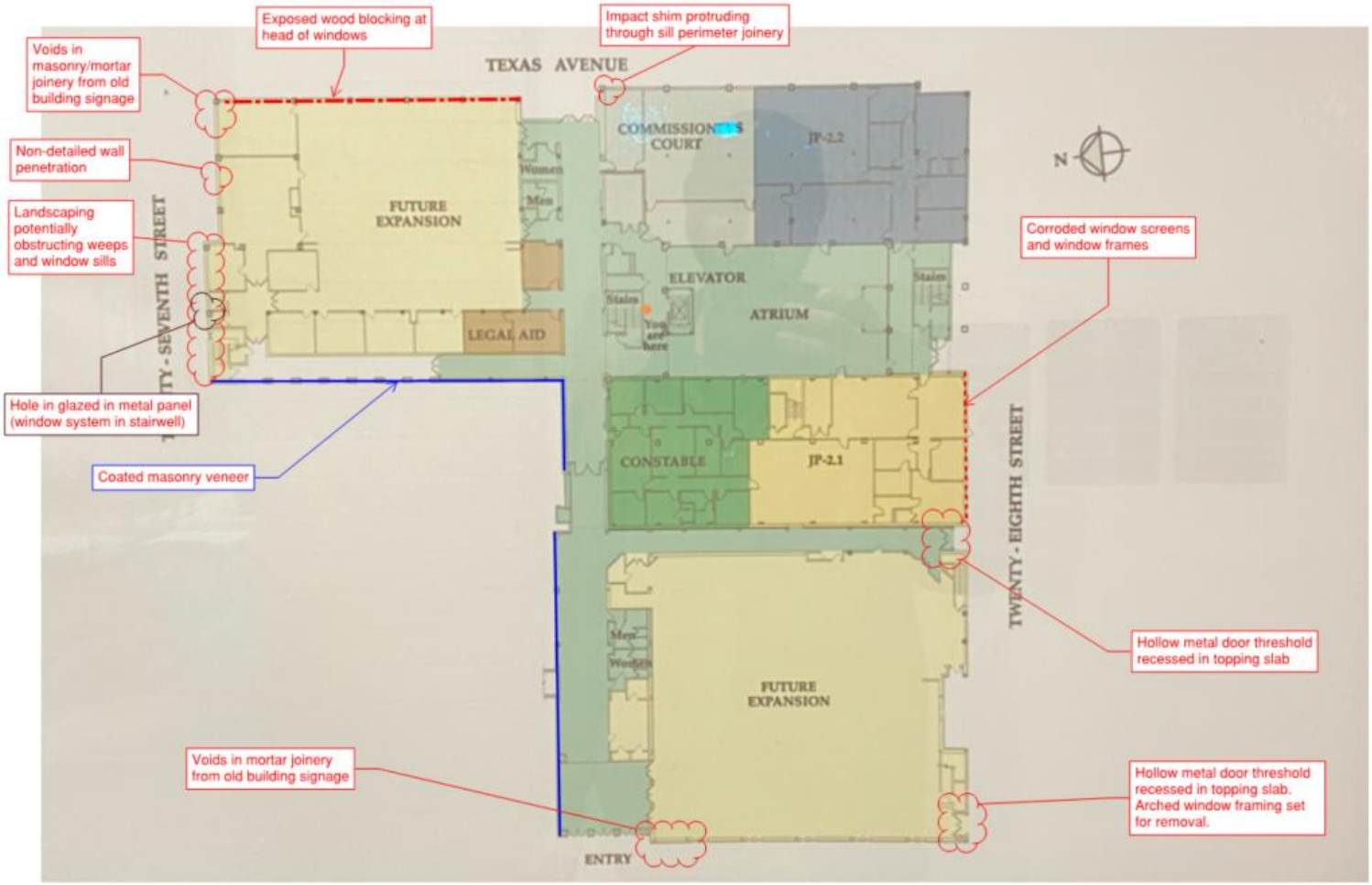


North Wing West Elevation Testing and Demo Mark-Up

EXHIBIT C

North Elevation Area Between Sanctuary and North Wing Testing and Demo Mark-Up

EXHIBIT D



Current Site Plan Mark-Up

End of Report

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:		NUMBER:	
DATE OF COURT MEETING:	3/19/2024		
ITEM:	Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000470 - County Attorney. This grant is the result of Senate Bill 22 during the 2023 legislative session and is for $275,000.		
TO:	Commissioners Court		
DATE:	03/12/2024		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		

ATTACHMENTS:

File Name	Description	Type
SB_22_Grant_Agreement_-_County_Attorney.pdf	SB 22 Grant Agreement - County Attorney	Cover Memo

GRANT AGREEMENT
For The
Rural Law Enforcement Salary Assistance Program
Award # IA-0000000470

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and the Office of the County Attorney of Brazos ("Grantee") located at 300 East 26th Street Bryan Texas 77803. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of $ 275000.00, to be disbursed to Grantee for the purposes of funding a Rural Prosecutor's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Prosecutor's Office Salary Assistance Grant as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
   a. $75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
   b. $45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
   c. $40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
   a. to increase the salary of a person described by paragraph (1) of this section;
   b. to hire additional deputies or staff for the sheriff's office; or
   c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

B. **Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

A. **Authorized Uses.** Grantee may only use grant funds as follows:

1. to provide a minimum annual salary of $45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.

B. **Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

A. **Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.

B. **Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
   a. the minimum annual salary described in this Article; and
   b. a quotient:
      i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
      ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
   a. the minimum annual salary described in this Article; and
   b. a quotient:

i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and

ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.

C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.

D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.

B. **Deposit of Funds**. Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.

C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

A. **Compliance Reports**. Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.

B. **Remedies for Non-Compliance**. If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:

1. require Grantee to return the grant funds or a portion of the grant funds;
2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;

3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.

C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.

D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.

E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.

F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.**

G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

Article IX. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt

requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Office of the County Attorney of Brazos
300 East 26th Street Bryan Texas 77803

Contact Person: Earl Gray
County Attorney
egray@brazoscountytx.gov
9793614300

Article X. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

BY _____

Lisa Craven
Deputy Comptroller

DATE _____

Office of the County Attorney of Brazos

BY _____

Earl Gray
County Attorney

DATE _____

3/19/24
BRAZOS COUNTY JUDGE

DocuSign

Certificate Of Completion

Envelope Id: 4A8BAD3E8D8B4515938A69FE0CD40AD7
Status: Sent
Subject: Rural Law Enforcement Grant Agreement
Source Envelope:
Document Pages: 8
Signatures: 0
Envelope Originator:
Certificate Pages: 4
Initials: 0
Heather Hampton
AutoNav: Enabled
Heather.Hampton@cpa.texas.gov
EnvelopeId Stamping: Enabled
IP Address: 52.61.135.34
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
3/12/2024 10:17:49 AM
Holder: Heather Hampton
Heather.Hampton@cpa.texas.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Salesforce-PROD
Location: DocuSign

Signer Events	Signature	Timestamp
Earl Gray egray@brazoscountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/12/2024 2:04:51 PM ID: bbdc7adb-cf44-445c-840a-e9f58bf86452		Sent: 3/12/2024 10:18:07 AM Viewed: 3/12/2024 2:04:51 PM
Lisa Craven lisa.craven@cpa.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/26/2024 10:14:36 AM ID: d0daaa94-1252-47fe-afac-dfed056dfa5a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/12/2024 10:18:07 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Auditor	NUMBER:	
DATE OF COURT MEETING:	3/19/2024		
ITEM:	Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000167 - District Attorney. This grant is the result of Senate Bill 22 during the 2023 legislative session and is for $275,000.		
TO:	Commissioners Court		
FROM:	Katie Conner		
DATE:	03/12/2024		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		

ATTACHMENTS:

File Name	Description	Type
SB_22__2023_Grant_Agreement_-_DA.pdf	SB 22 Grant Agreement - District Attorney	Cover Memo

GRANT AGREEMENT
For The
Rural Law Enforcement Salary Assistance Program
Award # IA-0000000167

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and the Office of the District Attorney of Brazos ("Grantee") located at 300 E. 26th Street, Suite 300 Texas 77803. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of $ 275000.00, to be disbursed to Grantee for the purposes of funding a Rural Prosecutor's Office Salary Assistance Grant, subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Prosecutor's Office Salary Assistance Grant as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
   a. $75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
   b. $45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
   c. $40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
   a. to increase the salary of a person described by paragraph (1) of this section;
   b. to hire additional deputies or staff for the sheriff's office; or
   c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

B. **Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

A. **Authorized Uses.** Grantee may only use grant funds as follows:

1. to provide a minimum annual salary of $45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.

B. **Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

A. **Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.

B. **Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
   a. the minimum annual salary described in this Article; and
   b. a quotient:
      i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
      ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
   a. the minimum annual salary described in this Article; and
   b. a quotient:

i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and

ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.

C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.

D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.

B. **Deposit of Funds.** Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.

C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

A. **Compliance Reports.** Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.

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1. require Grantee to return the grant funds or a portion of the grant funds;
2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;

3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.

C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.

D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.

E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.

F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.**

G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

Article IX. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt

requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Office of the District Attorney of Brazos
300 E. 26th Street, Suite 310 Bryan Texas 77803

Contact Person: Jarvis Parsons
District Attorney
jparsons@brazoscountytx.gov
9792184969

Article X. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

BY _____

Lisa Craven
Deputy Comptroller

DATE _____

Office of the District Attorney of Brazos

BY DocuSigned by: Jarvis Parsons

Jarvis Parsons
District Attorney

DATE 3/12/2024 | 10:49 AM PDT

3/19/24
Brazos County Judge

DocuSign

Certificate Of Completion

Envelope Id: FC58501CD0DA4B79B7987C9199B96F23
Status: Sent
Subject: Rural Law Enforcement Grant Agreement
Source Envelope:
Document Pages: 8
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Heather Hampton
AutoNav: Enabled
Heather.Hampton@cpa.texas.gov
EnvelopeId Stamping: Enabled
IP Address: 52.61.135.34
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
3/12/2024 11:08:19 AM
Holder: Heather Hampton
Heather.Hampton@cpa.texas.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Salesforce-PROD
Location: DocuSign

Signer Events	Signature	Timestamp
Jarvis Parsons jparsons@brazoscountytx.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Jarvis Parsons 1309AAF0CEBB45D... Signature Adoption: Pre-selected Style Using IP Address: 107.122.173.9 Signed using mobile	Sent: 3/12/2024 11:08:37 AM Viewed: 3/12/2024 12:47:51 PM Signed: 3/12/2024 12:49:02 PM
Electronic Record and Signature Disclosure: Accepted: 3/12/2024 12:47:51 PM ID: 3f860226-4b55-4b46-98f2-13518a53db0f		
Lisa Craven lisa.craven@cpa.texas.gov Security Level: Email, Account Authentication (None)		Sent: 3/12/2024 12:49:04 PM
Electronic Record and Signature Disclosure: Accepted: 2/26/2024 10:14:36 AM ID: d0daaa94-1252-47fe-afac-dfed056dfa5a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/12/2024 11:08:37 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:		NUMBER:	
DATE OF COURT MEETING:	3/19/2024		
ITEM:	Approval of the Grant Agreement with the Texas Comptroller of Public Accounts for the Rural Law Enforcement Salary Assistance Program Award IA-0000000100 - Sheriff's Office. This grant is the result of Senate Bill 22 during the 2023 legislative session and is for $500,000.		
TO:	Commissioners Court		
DATE:	03/07/2024		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		

ATTACHMENTS:

File Name	Description	Type
Grant_Agreement_for_the_Rural_Law_Enforcement_Salary_Assistance_Program.pdf	Grant Agreement for the Rural Law Enforcement Salary Assistance Program - Sheriff's Office	Backup Material

GRANT AGREEMENT
For The
Rural Law Enforcement Salary Assistance Program
Award # IA-0000000100

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Brazos ("Grantee") located at 200 South Texas Ave. Ste. 3B Bryan Texas 77803. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of $ 500000.00 , to be disbursed to Grantee for the purposes of funding a [Rural Sheriff's Office Salary Assistance Grant, Rural Constable's Office Salary Assistance Grant, or Rural Prosecutor's Office Salary Assistance Grant], subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Sheriff's Office Salary Assistance Grant

as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of September 30, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
   a. $75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
   b. $45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
   c. $40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
   a. to increase the salary of a person described by paragraph (1) of this section;
   b. to hire additional deputies or staff for the sheriff's office; or
   c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

B. **Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

A. **Authorized Uses.** Grantee may only use grant funds as follows:

1. to provide a minimum annual salary of $45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.

B. **Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

A. **Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.

B. **Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
   a. the minimum annual salary described in this Article; and
   b. a quotient:
      i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
      ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
   a. the minimum annual salary described in this Article; and

b. a quotient:

i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and

ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.

C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.

D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.

B. **Deposit of Funds**. Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.

C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

A. **Compliance Reports**. Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.

B. **Remedies for Non-Compliance**. If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:

1. require Grantee to return the grant funds or a portion of the grant funds;

2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.

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F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR**

SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.

G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

Article IX. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address

specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Brazos
200 South Texas Ave. Ste. 332 Bryan Texas 77803

Contact Person: Duane Peters
County Judge
countyjudge@brazoscountytx.gov
9793614102

Article X. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

BY_____

Lisa Craven
Deputy Comptroller

DATE _____

Brazos

BY_____

Duane Peters
County Judge

DATE 3/19/24

DocuSign

Certificate Of Completion

Envelope Id: CF1EF49D1C3648F2ACCDD08D9A14BC3A
Status: Sent
Subject: Rural Law Enforcement Grant Agreement
Source Envelope:
Document Pages: 9
Signatures: 0
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Heather Hampton
Heather.Hampton@cpa.texas.gov
IP Address: 52.61.135.34

Record Tracking

Status: Original
3/7/2024 11:16:18 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Heather Hampton
Heather.Hampton@cpa.texas.gov
Pool: FedRamp
Pool: Salesforce-PROD

Location: DocuSign
Location: DocuSign

Signer Events	Signature	Timestamp
Duane Peters countyjudge@brazoscountytx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/7/2024 11:25:36 AM ID: fd9766b0-b2f0-4d3d-b030-5181ee72b665		Sent: 3/7/2024 11:18:20 AM Viewed: 3/7/2024 11:25:36 AM
Lisa Craven lisa.craven@cpa.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/26/2024 10:14:36 AM ID: d0daaa94-1252-47fe-afac-dfed056dfa5a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/7/2024 11:18:20 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:		NUMBER:	
DATE OF COURT MEETING:	3/19/2024		
ITEM:	Approval of the Brazos County Tax Incentives Application.		
TO:	Commissioners Court		
DATE:	03/06/2024		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		

ATTACHMENTS:

File Name	Description	Type
Final_Brazos_County_Tax_Incentives_Application_March_15_2024.pdf	Brazos County Tax Incentives Application	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:		NUMBER:	
DATE OF COURT MEETING:	3/19/2024		
ITEM:	Approval of the Brazos County Tax Incentives Application.		
TO:	Commissioners Court		
DATE:	03/06/2024		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		

ATTACHMENTS:

File Name	Description	Type
Final_Brazos_County_Tax_Incentives_Application_March_15_2024.pdf	Brazos County Tax Incentives Application	Backup Material

APPROVED

3/19/24

Duane Peters
County Judge

Date

Brazos County Tax Incentives Application

Kimberly Roach
Brazos County Judge's Office
979-361-4523
kroach@brazoscountytx.gov

INSTRUCTIONS:

The following is a form for basic information used by Brazos County, Texas to determine the eligibility of an entity that is inquiring about incentive assistance from Brazos County. All companies are asked to provide information to the questions below before any tax incentive consideration processes begin. Please provide the most current and accurate information available for your company and email the completed document to Kimberly Roach in the Brazos County Judge's Office at kroach@brazoscountytx.gov. Once the application is received, a non-refundable $1,000 application fee must then be paid. Checks are the only accepted form of payment and must be mailed to the Brazos County Treasurer's Office. The mailing and delivery address is 200 S Texas Ave Suite #240, Bryan, TX 77803. Please make all checks payable to Brazos County. Once the payment is received, a receipt will be sent to the company. Following submission of both the completed application and application fee, the application review process will begin.

ORGANIZATIONAL IDENTITY:

Project Code Name (*if applicable*): _____

Business Name (*full legal title):* _____

Street Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Mobile Number: _____

Email Address: _____ Web Address: _____

Federal Tax ID Number: _____

SIC Code: _____ NAICS Code: _____

Service (s)/Product (s) Produced _____

Will the Business be required to pay State Sales and Use Tax on equipment? ( ) Yes ( ) No ( ) Undetermined

**Please attach a brochure if available.*

For Brazos County accounting and auditing purposes, please complete the following information regarding the $1,000 application fee as listed on the check you are submitting:

Date of check: _____

Individual or company issuing the check (Payer): _____

ORGANIZATIONAL STRUCTURE:

Is the company registered to do business in Texas with the Texas Secretary of State? ( ) Yes ( ) No

Does the organization have Articles of Incorporation? ( ) Yes ( ) No

State of Incorporation: _____

Does the company have a certificate of Good Standing from the Texas Comptroller of Public Accounts?

( ) Yes ( ) No

Is the Company currently involved in or been involved with litigation, a pending claim, or unsatisfactory contractual performance or been indebted to Brazos County or any other governmental entity within the past 36 months?
( ) Yes ( ) No

If yes, please explain:

_____
_____
_____
_____
_____
_____

Number of Years in Business: _____
Number of Employees Worldwide: _____
Number of Employees in Brazos County: _____
Ticker Symbol & Exchange:_____Parent Company:_____
Including the parent company, will any other entity be financially involved with this project? ( ) Yes ( ) No
Identify Structure of Applicant:

( ) Sole Proprietorship ( ) S-Corp ( ) C-Corp
( ) General Partnership ( ) Limited Liability Company ( ) Other (*specify)*

Ownership:

( ) Public ( ) Private ( ) Family
( ) Government ( ) Employee-Owned ( ) Not-for-Profit

EXISTING JOBS IN OTHER CITIES:

City/State:	Number of Jobs:

Total Jobs, Other Texas Locations: _____

PROJECT CHARACTERISTICS:

Check all that apply:

( ) New Jobs
( ) New Business/Start-up
( ) Renovate Existing Facility
( ) Retention of Existing Jobs
( ) Relocation within Texas
( ) Expand Existing Facility
( ) Expansion
( ) Purchase Machinery & Equipment
( ) Construct New Facility
( ) Relocation from Out-of-State
( ) Consolidation

PROJECTED NEW CAPITAL INVESTMENT IN U.S. DOLLARS:

Land*: _____

Building(s)*: _____

Machinery & Equipment*: _____

**Do not include value of existing property on the Brazos County tax rolls.*

Total amount of NEW capital investment in U.S dollars: _____

SITE DETAILS:

List the Address of the Proposed Location for Facility in Brazos County:

Acreage: _____

Square Footage: _____

Number of Buildings on Proposed Site: _____

List other Communities that are being considered for the project:

_____

_____

_____

_____

_____

_____

SOURCES OF PROJECTED FUNDING:

Business Participation: _____

Financial Institution(s): _____

Other: _____

Provide a summary of committed funding in the space below:

_____
_____
_____
_____
_____
_____
_____

PURPOSE OF THE PROJECT:

Provide a brief overview of the project:

_____
_____
_____
_____
_____
_____
_____

ENVIROMENTAL IMPACT:

What impact will there be on the environment in terms of air emissions, water/fluid discharges, noise pollution, etc.? Will you require any federal or state permits from the Environmental Protection Agency or Texas Commission of Environmental Quality (TCEQ)?

_____
_____
_____
_____
_____
_____
_____

TIMELINE:

Begin Construction: _____

Begin Hiring New Employees: _____

Construction Complete: _____

Fully Operational: _____

Purchase Machinery & Equipment: _____

JOB CREATION AND INVESTMENT SCHEDULE:

Year	Total Jobs	Average Job Salary	Land Acreage	Number of Buildings	Total Capital Investment
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					

TOTAL PAYROLL:
Estimated annual AVERAGE WAGE of new jobs to be created: _____
Does the company offer employee benefits including healthcare? ( ) Yes ( ) No
If so, what percentage of benefits is paid by the Company? _____

PLATS AND SURVEYS:
Is the property platted? ( ) Yes ( ) No *(if so, please attach a copy)*
Name of Engineering Firm:
_____
Address: _____

Why is an incentive necessary for the project to succeed financially?
_____
_____
_____
_____
_____
_____
_____

Indicate any incentives sought or received from other taxing entities in connection with this project.

_____
_____
_____
_____
_____
_____
_____

AUTHORIZED BUSINESS REPRESENTATIVE:

First Name: _____ Last Name: _____
Title: _____

To the best of my knowledge and belief, the information contained in this Application is true and correct, as evidenced by my signature below. I further certify that the business entity is in good standing under the laws of the state in which the entity was organized and that no delinquent taxes are owed to any taxing entity within the State of Texas.

Signature: _____ Date: _____
(Authorized Business Representative)

ATTACHMENTS REQUESTED:

The documents below are requested for full consideration for this application:

1) Executive summary of company
2) Building designs or site plans (if available)
3) Current Business Plan
4) Current Financial Statements (Year-to-date Income Statement [Profit & Loss], Balance Sheet)
5) Past Financial Statements for last two years (Income Statement [Profit & Loss], Balance Sheet)
6) Financial Proformas (3-5 years preferred) (Cash Flow, Income Statement [Profit & Loss], Balance Sheet)
7) Product Literature

CONFIDENTIALITY:

Section 312.003 of Chapter A of the Texas Tax Code provides:

"Information that is provided to a taxing unit in connection with an application or request for tax abatement under this chapter and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the tax abatement agreement is executed. That information in the custody of a taxing unit after the agreement is executed is not confidential under this section."

Person in possession of a tax abatement application are reminded of this provision of the law and should restrict access to tax abatement application documents accordingly.

For Brazos County staff use only:

Application Received By: _____

Date Application Received: _____

Date Application Fee Received: _____

Notes:

_____

_____

_____

_____

_____

_____

_____

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/19/2024

ITEM: Approval of Assignment for vendor name change from Gendron and Thibodeaux to Gendron and Flanigan.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 02/28/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Name_Change.pdf	Name Change	Backup Material

ASSIGNMENT OF 24-026R LEGAL REPRESENTATION OF INDIGENT JUVENILES

The parties to this AGREE TO THE AMENDMENT to Contract 24-026R ("Amendment") are Brazos County, a political subdivision of the State of Texas and Gendron and Thibodeaux, now known as Gendron and Flanigan. ("Vendor").

WHEREAS, Lane Thibodeaux has been replaced by Shannon Flanigan and

WHEREAS, Vendor shall continue being responsible for the discharge or performance of any duties or obligations to be performed or discharged under the Contract by the Vendor during the term of the Contract; and

NOW, THEREFORE, for the good and valuable consideration stated herein, Purchaser and Vendor agree as follows:

1. Vendor hereby accepts and agrees to perform all the duties and obligations to be performed under the Contract to the same extent as it previously entered prior to its name change.

2. For the Purposes of this amendment the only change to the original contract is the name of the Vendor. Vendor agrees and confirms that no other changes have been made. Vendor represents that it is the same entity that entered the original contract and agrees to be legally held responsible for all terms contained in the original contract just as it would be if it had entered the original contract under the name of Gendron and Thibodeaux.

EXECUTED this 19 day of MARCH, 2024. ("**Effective Date**")

BRAZOS COUNTY, a political subdivision of the State of Texas:

By: _____
Duane Peters, County Judge

VENDOR:

Gendron and Flanigan

By: _____

Name: Patrick Gendron

Title: Owner

By: _____

Name: Shannon B. Flanigan

Title: owner

Assignor hereby assigns to Gendron and Flanigan his interest in Contract 24-026R between Gendron and Thibodeaux and Brazos County, Texas, a political subdivision of the State of Texas and disclaims any further interest in said Contract.

EXECUTED this 15th day of March, 2024.

ASSIGNOR:

Lane Thibodeaux

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/19/2024

ITEM: Approval of Amendment #2 and #3 to CIP #23-601 Architect Design Contract for Brazos County Administration Building for additional design services.

- a. Amendment #2 is in the amount of $58,147.00. This amendment adds design services for the 2nd floor buildout of the sanctuary area and chiller replacement and deducts the remainder of consulting services for envelope consultant. ARPA revenue replacement funds are to be used for this amendment.

- b. Amendment #3 is in the amount of $500,980.00. This amendment adds design services for additional exterior envelope of the entire building. General capital funds are to be used for this amendment.

Both amendments are valued at $559,127.00 and will bring the total of the design contract to $1,426,874.00.

TO: Commissioners Court

DATE: 03/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
BCAB_North_Wing__Sanctuary_-_Chiller__2nd_Floor_-_PlanNorth.pdf	Amendment #3	Backup Material
BCAB_Proposal_for_Envelope__Roof_-_PlanNorth.pdf	Amendment #2	Backup Material

PLANNORTH
ARCHITECTURAL CO.

P.O. Box 2468
Brenham, Texas 77834

March 12, 2024

RE: AMENDMENT TO AGREEMENT BETWEEN BRAZOS COUNTY AND PLANNORTH ARCHITECTURAL CO., DATED MAY 17, 2023

Brazos County Leadership:

Please accept this letter as a proposed Contract Amendment for the following project, as described in our mutual agreement dated May 17, 2023:

"Brazos County to contract with PlanNorth Architectural Co. to complete the design with the Architect for interior build out of the existing 2nd floor (Area A), replace both existing chillers and the work associated, and credit back the construction administration portion for the original building envelope scope of work for the Brazos County Administration Building, currently located at 200 S. Texas Ave., Bryan, Texas"

Updates to the scope of work and corresponding fees are shown in included Exhibits. Please contact me should you have any questions.

Ken Burch, AIA
Managing Principal, PlanNorth Architectural Co.
979-251-4506
ken@plannorth.com

Exhibit A

Scope of Work

1. Chiller Replacement (2), Additional Design Services of $12,000
   - Scope of work includes:
     a. MEP Engineering
     b. Chiller pipe replacement at mechanical yard
     c. Connect with existing building's BAS system and technology

2. 2nd Floor Area A (existing Sanctuary) interior build out, Additional Design Services of $77,440
   - Scope of work includes:
     a. Interior build out of shell space for new office space, program of spaces provided by Brazos County
     b. Space planning layout and new floor plan for Level 2, maintaining the currently planned stairs, elevator, toilet rooms, electrical room, and janitor closet.
     c. New carpet, new ceilings, new light fixtures, paint
     d. Revise mechanical ductwork
     e. Add outlets and data connections
     f. Add plumbing for break room
     g. General furniture layout for space planning only

3. Delete Building Envelope Consultant Services for Credit of ($31,293)
   - Removed Scope of work includes:
     a. Owner credit for Zero/Six services on exterior building envelope

APPROVED

3/19/24

Duane Peters
County Judge

Date

PLANNORTH
ARCHITECTURAL CO.

Exhibit B

PROJECT SCHEDULE

Brazos County Administration Building - 2024 Alterations Revised Schedule

Feasibility Phase

Kick-off meeting (Architect field survey and As-built documentation) ..... January 25, 2023
Asbestos Survey ..... March 24, 2023
Space Programming (Workshop – Program of Spaces) ..... January 25, 2023
MEP field survey ..... February 9, 2023
Stakeholders (review and develop preliminary plans, costs, and program of spaces) ..... April 4, 2023
Feasibility documents to County ..... May 11, 2023
Present Feasibility for Commissioners Approval ..... May 23, 2023

Schematic Design Phase

Conceptual Design Review (review and confirm general size and location) ..... July 13, 2023
Outline Specifications (develop space Architectural and MEPT systems) ..... July 10, 2023
Existing Floor Slab Coring Test/ Investigation (Facilitate Proposal to County) ..... July 31, 2023
Schematic Design Review Meeting (confirm PoR documents) ..... July 27, 2023
Schematic Design Documents to County ..... July 31, 2023

Design Development Phase

Pre-Development Meeting w/ City of Bryan ..... August 17, 2023
Departmental Review Meetings (in-depth meetings with end users) ..... August 17, 2023
Program of Requirements, Cost and Schedule Review ..... August 24, 2023
Audio-Visual & Technology meeting (w/ A/V consultant) ..... August 24, 2023
Security and Safety Meeting (to discuss all related security design considerations) ..... August 24, 2023
MEPT Systems Meeting with County (Outline Specifications) ..... August 24, 2023
Existing Floor Slab Coring Test/ Investigation (Complete) ..... September 21, 2023
Design Development Review Meeting (confirm PoR documents) ..... September 28, 2023
Design Development Documents to County ..... September 28, 2023

Construction Documents Phase

50% Architectural Model – Send to Consultants ..... October 5, 2023
50% Consultant Documents to Architect ..... October 19, 2023
50% Review Documents to County ..... October 20, 2023
50% Review Meeting (County participants TBD) ..... October 26, 2023

Pause on Area A for Feasibility and Additional Services Review ..... November 2, 2023
Commissioners Court ..... December 12, 2023
Notice to Proceed for Additional Services / Brazos County to issue PO to PlanNorth ..... December 12, 2023

90% Architectural Model – Send to Consultants ..... January 22, 2024
90% Consultant Documents to Architect ..... January 31, 2024
90% Review Documents to County ..... February 2, 2024
90% Review Meeting (County Participants TBD) ..... February 8, 2024
90% Review Meeting (multi-discipline) ..... February 14, 2024

100% Architectural Model – Send to Consultants ..... February 21, 2024
100% Consultants Issue for Proposal Documents to Architect ..... March 4, 2024

Pause on Permit Issue ..... March 5, 2024
Commissioners Court ..... March 19, 2024
Notice to Proceed #1 for Amendment 2 ..... March 21, 2024
Notice to Proceed #2 for Building Envelope & Roof ..... March 21, 2024

Owner Meeting #1 ..... March 25, 2024
Owner Meeting #2 ..... April 11, 2024
Owner Meeting #3 ..... April 25, 2024
Issue for Permit ..... June 12, 2024

Bidding and Negotiation Phase

Deliver for Permit to City of Bryan ..... June 12, 2024
Deliver for TAS-ADA Plan Review ..... June 13, 2024
Coordinate Advertisement in News ..... July 19, 2024
Anticipated Permit from City of Bryan ..... July 22, 2024

Pre-Proposal Conference for General Contractors ..... August 2, 2024
Receive Bids from General Contractors ..... August 26, 2024
Proposal Evaluation & Recommendation Letter to County ..... September 6, 2024
Commissioners Approval of Owner-Contractor agreement ..... September 17, 2024

Construction Phase – 18 months

Pre-Construction Conference ..... September 23, 2024
Construction Duration (approx. 18 months) ..... October 1, 2024 – April 3, 2026
Substantial Completion Date ..... April 3, 2026
Owner FF&E and Commissioning ..... April 24, 2026

Exhibit C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2024

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

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

PRODUCER
Van Dyke Rankin & Company, Inc.
211 S Austin St
Brenham TX 77833

CONTACT NAME: Amber Lamson
PHONE (A/C, No, Ext): 979-836-5636
FAX (A/C, No): 979-836-5059
E-MAIL ADDRESS: amber@vandykerankin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co. of CT	25682
INSURER B : Underwriters At Lloyds London	15642
INSURER C : Travelers Prop Cas Co. of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PLANNOR-01
PlanNorth, LLC dba PlanNorth Architectural Co.
PO BOX 2468
Brenham TX 77834

COVERAGES **CERTIFICATE NUMBER:** 1255743345 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	680-3K503134 -24-47	1/13/2024	1/13/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	680-3K503134 -24-47	1/13/2024	1/13/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y	Y	CUP-005K593548 -24-47	1/13/2024	1/13/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability Professional Liability Retro Date:1-13-2018	Y	Y	ANE1957023.24	1/13/2024	1/13/2025	Each Claim Deductible	$1,000,000 $5,000

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

Project: Remodel of select areas of the Brazos County Administration Building, currently located at 200 S. Texas Ave., Bryan, Texas, in areas mentioned below:

Sanctuary area, creating training areas, for multiple spaces of different sizes to accommodate various group sizes with multi-levels built out.

North Wing, creating new office space for the Human Resources Department, including offices, reception/entry waiting area, conference/training room.

Elevator, adding an elevator to the atrium in already structural built space for additional support to the second and third floors. New elevator supporting first and See Attached...

CERTIFICATE HOLDER

Brazos County, Texas
200 S. Texas Ave. Ste 352
Bryan TX 77803

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PLANNOR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Van Dyke Rankin & Company, Inc.		PlanNorth, LLC dba PlanNorth Architectural Co. PO BOX 2468 Brenham TX 77834
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

second floors of sanctuary.

The Owner and Program Manager, its officials, employees, and officers are included as additional insured as required by written contract on the General Liability and Umbrella Policies. Wavier of Subrogation is included as required by written contract on the General Liability and Umbrella Policies. "Not to be canceled without thirty (30) days prior notice to Brazos County, Texas." on the General Liability, Umbrella and Professional Liability Policies.

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PLANNORTH ARCHITECTURAL CO.

Exhibit D

Architect's Statement of Probable Cost: Brazos County Sanctuary Renovation
95% Construction Documents March 11, 2024

Scope of Work		Subtotal
Contractor's Contingency	$	200,000.00
Permit	$	11,000.00
General Conditions	$	245,000.00
Asbestos Abatement	$	22,500.00
Demolition	$	225,000.00
Concrete @ Elevator	$	60,000.00
Site & Utility (Related to Elevator)	$	35,000.00
Carpentry	$	57,500.00
Foundation	$	140,000.00
Unit Masonry	$	132,500.00
Steel Deck and Concrete @ Sloped Floor	$	140,000.00
Structural Steel, Deck, and Concrete @ Second Floor	$	295,000.00
Steel Framing @ Elevator Shaft	$	45,000.00
Structural Metal Framing	$	37,500.00
Metal Stairs & Railings	$	75,000.00
Millwork	$	105,000.00
Solid Surface & Tops	$	55,000.00
Doors and Frames	$	105,000.00
Door Hardware	$	145,000.00
Operable Walls	$	90,000.00
Metal Stud Framing	$	210,000.00
Glass and Glazing	$	67,500.00
Building Insulation	$	60,000.00
Drywall	$	220,000.00
Ceramic Tile	$	140,000.00
Acoustical Ceilings	$	99,500.00
Acoustical Wall Panels	$	25,000.00
Window Treatments	$	39,000.00
Carpet and Base	$	200,000.00
Painting	$	147,500.00
Corner Guards	$	10,500.00
Fire Extinguisher and Cabinets	$	12,500.00
Toilet Room Accessories	$	30,000.00
Toilet Partitions	$	85,000.00
Marker and Tack Boards	$	12,500.00
Presentation Media	$	300,000.00
Interior Signage	$	35,000.00
Audio Visual	$	250,000.00
Technology and Communications	$	175,000.00
Elevator	$	330,000.00
Plumbing	$	350,000.00
HVAC	$	725,000.00
BAS-Controls	$	90,000.00
Fire Alarm	$	90,000.00
Fire Sprinkler Revisions	$	105,000.00
Electrical	$	355,000.00
Overhead	$	340,000.00
Fee	$	365,000.00
Construction Cost Subtotal	**$**	**7,090,000.00**

Project Soft Cost Allowances		
Owner's Contingency	$	200,000.00
Escalation	$	150,000.00
FF&E (Includes 1st and 2nd Floor)	$	275,000.00
Professional Service, Fees, and Consultants	$	711,747.00
Architect's Statement of Probable Project Cost	**$**	**8,426,747.00**

PLANNORTH ARCHITECTURAL CO.

Exhibit E

Architect's Statement of Probable Cost: Brazos County North Wing Renovation 95% Construction Documents March 11, 2024

Scope of Work		Subtotal
Contractor's Contingency	$	55,000.00
Permit	$	2,500.00
General Conditions	$	55,000.00
Asbestos Abatement	$	25,000.00
Demolition	$	52,350.00
Carpentry	$	9,500.00
Millwork	$	22,500.00
Bullet Resistant Sheathing	$	10,000.00
Solid Surface & Tops	$	15,000.00
Doors and Frames	$	25,000.00
Door Hardware	$	20,000.00
Metal Stud Framing	$	35,000.00
Glass and Glazing	$	20,000.00
Building Insulation	$	6,000.00
Drywall	$	42,500.00
Ceramic Tile	$	20,000.00
Acoustical Ceilings	$	30,000.00
Window Treatments	$	5,000.00
Carpet and Base	$	35,000.00
Painting	$	32,500.00
Corner Guards	$	1,500.00
Fire Extinguisher and Cabinets	$	1,500.00
Presentation Media	$	3,500.00
Toilet Room Accessories	$	5,000.00
Toilet Partitions	$	9,000.00
Interior Signage	$	2,500.00
Plumbing	$	90,000.00
HVAC	$	147,500.00
Fire Alarm	$	15,000.00
Fire Sprinkler Revisions	$	21,000.00
Electrical	$	160,000.00
Audio Visual	$	15,000.00
Technology and Communications	$	35,000.00
Overhead	$	45,000.00
Fee	$	45,000.00
Construction Cost Subtotal	**$**	**1,114,350.00**

Project Soft Cost Allowances		
Owners Contingency	$	45,000.00
Escalation	$	60,000.00
FF&E	$	180,000.00
Professional Service, Fees and Consultants	$	156,000.00
Architect's Statement of Probable Project Cost	**$**	**1,555,350.00**

PLANNORTH
ARCHITECTURAL CO.

Fee and Scope Proposal for Architectural Services for

Brazos County Administration Building Remodel Design Services

Exterior Building Envelope Replacement, PN Project #2226PN

Prepared March 12, 2024

THE FOLLOWING SERVICES ARE INCLUDED IN THE ARCHITECTURAL FEE FOR THE DESIGN OF THE PROJECT LOCATED AT 200 South Texas Avenue in Bryan, Texas.

The project consists of demolition and re-construction of the exterior building envelope to enclose approximately 95,000 SF of building. Project will remove and replace all masonry veneer, incorporate flashing, replace window and door systems, remove, and replace portions of the existing roof, and reconfigure the landscaping.

1. ***During Schematic Design, the Architect's Team will:***
   - Continue architectural work based on Feasibility and Statement of Probable Cost presented
   - Meet with Local Authorities to confirm that the concepts are feasible for the city
   - Produce and present final design concepts
   - Interview and hold multi-disciplinary meetings with the team of Engineers to confirm that the concepts are feasible and meet code. Enter into contract with this specific team of Engineers on the County's behalf.

2. ***During Design Development, the Architect's Team will develop and coordinate a set of drawings which will include:***
   - Architectural Floor Plans
   - Plan Details
   - Enlarged Plans for Special Areas
   - Building Sections as determined necessary by the AOR
   - Wall Sections as determined necessary by the AOR
   - Door Schedule/Frame Types
   - Window Schedule/Frame Types
   - Building Specifications

3. ***During Construction Documents, the Architect's Team will work with the team of Engineering Consultants to complete the set of drawings needed for permitting and construction:***
   - Structural Engineering (included in the Architect's fee)
   - Building Envelope Consulting provided by Zero/Six to Brazos County (included in the Architect's fee). Zero/Six to provide envelope architecture services during the design, construction, and testing phases.
   - Mechanical Engineering (limited scope included in the Architect's fee)
   - Electrical Engineering (limited scope included in the Architect's fee)
   - Plumbing Engineering (limited scope included in the Architect's fee)

- Building and MEP COMcheck (This is a document required by state law/local building authority to ensure that the building envelope, insulation, and equipment meet energy code. This is included in the Architect's fee).
- Surveying and civil engineering is EXCLUDED from this contract. Should the scope change and survey/civil engineering become required in order to complete the construction documents, fees for survey/civil engineering are outside this agreement and will be presented to the owner at that time.
- TDLR registration and inspections must be provided outside the scope of this agreement and are not included in the Architect's fees.
- Asbestos abatement and inspections are outside the scope of this agreement and are not included in the Architect's fees.

4. ***During Permitting and Bidding periods, the Architect's Team will work with the County as follows:***
   - Provide sealed construction documents for County's use. Documents will be a 100% completion drawing set and a project manual.
   - Architect's team will provide addenda and clarifications during bidding, as well as assist the County in pulling the building permit.

5. ***During Construction, the Architect's Team will work with the County as follows:***
   - Monthly visits by Architect's Team to jobsite and at points integral to the progress of construction
   - Timely response (drawings, email) to questions/concerns
   - Engineering coordination as needed
   - Construction Administration (review building completion stages, approve contractor pay applications)

6. ***Post Construction, the Architect will:***
   - Provide drawings in PDF format to the Owner
   - Facilitate state inspections for the Owner
   - Remain available to the owner as a member of their Facilities Team

7. Compensation for the Services above will be based on the **Architect's Statement of Probable Cost: Brazos County Administration Building Exterior Envelope and Roof Replacement, Dated 3/11/2024.** The Architect's fee as defined in the document referenced above will be a lump sum payment of $500,980.00.

8. The Architect's billing schedule is as follows:

Schematic Design Phase	15%
Design Development	25%
Construction Drawings and Permitting	35%
Bidding/RFP Preparation/Evaluation	5%
Construction Observation and Closeout	20%

9. PlanNorth acknowledges that 10% of the Architect's fee is considered profit.

10. Services provided prior to contract execution will be billed hourly at the attached rates; re: Hourly Rates for PlanNorth Positions. Work completed at the County's request prior to agreement signature will be billed to the County accordingly.

Signature:	
Printed Name:	DUANE PETERS
Representative, Owner:	BRAZOS COUNTY
Date:	3/19/2024
Signature:	
Printed Name:	KEN BURCH
Principal, PlanNorth:	MANAGING PRINCIPAL
Date:	3-13-2024

Exhibit A

Hourly Rates for PlanNorth Positions, 5/16/2023*

***Hourly rates are revised annually**

Position	Rate
Principal (Architect)	$275/hour
Project Manager	$155/hour
Senior Project Architect	$155/hour
Architect	$135/hour
Designer	$120/hour
Construction Services	$90/hour
Administrative	$75/hour

PROJECT SCHEDULE

Brazos County Administration Building - 2024 Alterations Revised Schedule

Feasibility Phase

Kick-off meeting (Architect field survey and As-built documentation) ..... January 25, 2023
Asbestos Survey ..... March 24, 2023
Space Programming (Workshop – Program of Spaces) ..... January 25, 2023
MEP field survey ..... February 9, 2023
Stakeholders (review and develop preliminary plans, costs, and program of spaces) ..... April 4, 2023
Feasibility documents to County ..... May 11, 2023
Present Feasibility for Commissioners Approval ..... May 23, 2023

Schematic Design Phase

Conceptual Design Review (review and confirm general size and location) ..... July 13, 2023
Outline Specifications (develop space Architectural and MEPT systems) ..... July 10, 2023
Existing Floor Slab Coring Test/ Investigation (Facilitate Proposal to County) ..... July 31, 2023
Schematic Design Review Meeting (confirm PoR documents) ..... July 27, 2023
Schematic Design Documents to County ..... July 31, 2023

Design Development Phase

Pre-Development Meeting w/ City of Bryan ..... August 17, 2023
Departmental Review Meetings (in-depth meetings with end users) ..... August 17, 2023
Program of Requirements, Cost and Schedule Review ..... August 24, 2023
Audio-Visual & Technology meeting (w/ A/V consultant) ..... August 24, 2023
Security and Safety Meeting (to discuss all related security design considerations) ..... August 24, 2023
MEPT Systems Meeting with County (Outline Specifications) ..... August 24, 2023
Existing Floor Slab Coring Test/ Investigation (Complete) ..... September 21, 2023
Design Development Review Meeting (confirm PoR documents) ..... September 28, 2023
Design Development Documents to County ..... September 28, 2023

Construction Documents Phase

50% Architectural Model – Send to Consultants ..... October 5, 2023
50% Consultant Documents to Architect ..... October 19, 2023
50% Review Documents to County ..... October 20, 2023
50% Review Meeting (County participants TBD) ..... October 26, 2023

Pause on Area A for Feasibility and Additional Services Review ..... November 2, 2023
Commissioners Court ..... December 12, 2023
Notice to Proceed for Additional Services / Brazos County to issue PO to PlanNorth ..... December 12, 2023

90% Architectural Model – Send to Consultants ..... January 22, 2024
90% Consultant Documents to Architect ..... January 31, 2024
90% Review Documents to County ..... February 2, 2024
90% Review Meeting (County Participants TBD) ..... February 8, 2024
90% Review Meeting (multi-discipline) ..... February 14, 2024

100% Architectural Model – Send to Consultants ..... February 21, 2024
100% Consultants Issue for Proposal Documents to Architect ..... March 4, 2024

Pause on Permit Issue ..... March 5, 2024
Commissioners Court ..... March 19, 2024
Notice to Proceed #1 for Amendment 2 ..... March 21, 2024
Notice to Proceed #2 for Building Envelope & Roof ..... March 21, 2024

Owner Meeting #1 ..... March 25, 2024
Owner Meeting #2 ..... April 11, 2024
Owner Meeting #3 ..... April 25, 2024
Issue for Permit ..... June 12, 2024

Bidding and Negotiation Phase

Deliver for Permit to City of Bryan ..... June 12, 2024
Deliver for TAS-ADA Plan Review ..... June 13, 2024
Coordinate Advertisement in News ..... July 19, 2024
Anticipated Permit from City of Bryan ..... July 22, 2024

Pre-Proposal Conference for General Contractors ..... August 2, 2024
Receive Bids from General Contractors ..... August 26, 2024
Proposal Evaluation & Recommendation Letter to County ..... September 6, 2024
Commissioners Approval of Owner-Contractor agreement ..... September 17, 2024

Construction Phase – 18 months

Pre-Construction Conference ..... September 23, 2024
Construction Duration (approx. 18 months) ..... October 1, 2024 – April 3, 2026
Substantial Completion Date ..... April 3, 2026
Owner FF&E and Commissioning ..... April 24, 2026

Exhibit C

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2024

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

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

PRODUCER
Van Dyke Rankin & Company, Inc.
211 S Austin St
Brenham TX 77833

CONTACT NAME: Amber Lamson
PHONE (A/C, No, Ext): 979-836-5636 FAX (A/C, No): 979-836-5059
E-MAIL ADDRESS: amber@vandykerankin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co. of CT	25682
INSURER B : Underwriters At Lloyds London	15642
INSURER C : Travelers Prop Cas Co. of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PLANNOR-01
PlanNorth, LLC dba PlanNorth Architectural Co.
PO BOX 2468
Brenham TX 77834

COVERAGES **CERTIFICATE NUMBER:** 965359064 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	680-3K503134 -24-47	1/13/2024	1/13/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	680-3K503134 -24-47	1/13/2024	1/13/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y	Y	CUP-005K593548 -24-47	1/13/2024	1/13/2025	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability Professional Liability Retro Date:1-13-2018	Y	Y	ANE1957023.24	1/13/2024	1/13/2025	Each Claim Deductible	$1,000,000 $5,000

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

Project: Remodel of select areas of the Brazos County Administration Building, currently located at 200 S. Texas Ave., Bryan, Texas, in areas mentioned below:

Exterior Building Envelope & Roof Replacement

The Owner and Program Manager, its officials, employees, and officers are included as additional insured as required by written contract on the General Liability and Umbrella Policies. Wavier of Subrogation is included as required by written contract on the General Liability and Umbrella Policies. "Not to be canceled without thirty (30) days prior notice to Brazos County, Texas." on the General Liability, Umbrella and Professional Liability Policies.

CERTIFICATE HOLDER

Brazos County, Texas
200 S. Texas Ave. Ste 352
Bryan TX 77803

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Randy Weidemann

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PLANNORTH ARCHITECTURAL CO.

Exhibit D

Architect's Statement of Probable Cost: Brazos County Administration Building Exterior Envelope and Roof Replacement

March 11, 2024

Scope of Work		Subtotal
Contractor's Contingency	$	125,000.00
Permit	$	10,000.00
General Conditions	$	202,500.00
Demolition	$	640,000.00
Dumpster and Materials Handling	$	72,000.00
Unit Masonry	$	800,000.00
Misc. Metals and Loose Lintels	$	20,250.00
Rough Carpentry	$	90,000.00
Membrane Roofing	$	360,000.00
Pre-Finished Sheet Metal	$	29,700.00
Standing Seam Metal Roof	$	184,950.00
Metal Roof Decking Repair Allowance	$	35,000.00
Weather Resistant Barrier	$	176,000.00
Joint Sealants	$	20,000.00
Membrane Flashings	$	60,000.00
Exterior Doors and Frames	$	131,250.00
Door Hardware	$	68,750.00
Metal Stud Framing Repair Allowance	$	75,000.00
Glass and Glazing	$	265,500.00
Building Insulation (Continuous Insulation)	$	128,000.00
Materials Handling and Equipment Rentals	$	58,500.00
Painting and Coatings	$	96,000.00
Safety, Barricades, and Fencing	$	90,000.00
Landscaping Restoration Allowance	$	30,000.00
Electrical	$	15,000.00
Overhead	$	189,170.00
Fee	$	198,628.50
Construction Cost Subtotal	**$**	**4,171,198.50**

Project Soft Cost Allowances		
Owner's Contingency	$	125,000.00
Professional Service, Fees, and Consultants	$	500,980.00
Architect's Statement of Probable Project Cost	**$**	**4,797,178.50**

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	3/19/2024		
ITEM:	Approval of Service Contract #24-102 Cementitious Slurry with Southern Cement Slurry, LLC.		
TO:	Commissioners Court		
FROM:	Celina Nava		
DATE:	03/12/2024		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		

ATTACHMENTS:

File Name	Description	Type
Partially_Executed_Contract.pdf	Partially Executed Contract	Backup Material

CEMENTITIOUS SLURRY FOR BRAZOS COUNTY
SERVICE CONTRACT

BRAZOS COUNTY PURCHASING DEPT.
200 S. Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4292

June 1, 2024 – May 31 2025

GENERAL REQUIREMENT FOR CONTRACT

I, Al Woodward as a duly authorized representative of Southern Cement Slurry, LLC "Contractor" willingly attest to perform (or deliver) as per **Exhibit A** for Brazos County. I further agree to all the provisions and specifications contained in this contract.

TERM
The term of this contract will be for one (1) year starting June 1, 2024, through May 31, 2025.

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.

AWARD
Brazos 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. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

BIDDERS RESPONSIBILITY
It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. 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 provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, Legislative Certification & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder 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

The quantities specified in this contract are estimates only. Brazos County does not guarantee to purchase any minimum quantities or services other than those listed on a purchase order.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Brazos 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 contract. Certification of such coverage must be provided to Brazos County upon request.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Brazos County and the offeror. Any and all price escalations shall not be accepted and shall be considered a non-response.

INSPECTIONS & TESTING

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required. 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.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

Brazos County reserves the right to add locations as these 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 contractor'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.

In the event Brazos County wishes to add other locations to a group under the contract, a quotation will be solicited from the incumbent contractor in good standing for the group in which the new location is appropriately situated.

In the event Brazos County shall sell, vacate, abandon, or otherwise dispose or terminate a location to which the contract applies, all existing contracts for services applicable to such location, the portion of

this contract that applies to such locations is terminated. All remaining portions of the contract will remain intact. Brazos County will endeavor to give the contractor written notice of such termination of locations a minimum of thirty (30) days in advance.

SUBCONTRACTING
Any subcontracting must be approved prior to commencement of the Contract by Brazos County.

INVOICES & PAYMENTS
Payments to contractors will not be made if the contractor cannot produce a Brazos County Purchase Order. Contractor 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 contractor. 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 contractor on completion of the contract. This term supersedes any contradictory terms throughout the contract and/or any attachments.

When multiple deliveries and/or services are required, the contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The contractor 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 contractor 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. **Retainage of 5% will be withheld from each invoice for the duration of the contract until the County accepts the work as 100% complete and receives all warranties, manuals, releases of lien and other closeout documents. Upon final acceptance by the County, retainage will be released to the Contractor.**

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.

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 contractor; the terms of this contract shall supersede.

GOVERNING LAW AND VENUE

This bid solicitation 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.

COMPLIANCE WITH LAW

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.

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.

TERMINATION
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 may terminate the contract without cause upon thirty (30) days written notice.

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE
The contractor(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 contractor is covered by the insurance as follows:

(1) Statutory Workers Compensation Insurance with Employers Liability Insurance in the amount of $1,000,000. In the event any work is sublet, the contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation is required. (TLC Sec. 401.011)

(2) Commercial General Liability Insurance with a $ 1,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name Brazos County as an additional insured. Waiver of subrogation is required. No claims made policies will be acceptable without prior approval by the Commissioners Court/Risk Management.

(3) Automobile Public Liability Insurance with a $1,000,000 Combined Single Limit, in all self-

propelled vehicles used in connection with the contract, whether owned, non-owned or hired.

The Certificate of Insurance furnished to Brazos County shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least 30 days prior written notice has been given 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 contractor including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the contractor'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 contractor.

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 contractor 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

CONTRACTOR:

Sales Contract Name:	Phone Number:	Billing Info:
Al Woodward	281-570-9640	PO BOX 840813, Dallas, TX 75284-0813

Accounts Receivable Contact: April Havard 832-606-8823 email: April.Havard@alleytonresource.com

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.

ENTIRE CONTRACT
This contract represents the entire and integrated agreement between Brazos County and the contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may only be amended by written instrument approved and executed by the parties.

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 contractor shall be retained and made available by the contractor for audit by Brazos County, it's 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 contractor 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, contractor 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 contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor 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.

AUDIT RESPONSIBILTY
The contractor 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 contractor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The contractor 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 contractor 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 contractor 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 contractor 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 shall defend, indemnify and save harmless Brazos County, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by Brazos County, its officers, agents or employees.

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.

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

Name	Title (Owner, Officer, Director, Manager, Etc.)
Al Woodward	Director

LEGISLATIVE CERTIFICATIONS

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 2271:

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

Pursuant to Section 2270.001, and 2274.002 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.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Southern Cement Slurry, LLC

Authorized Company Representative: Al Woodward

Address: 7555 FM 762, Richmond, TX 77469

Signature: Al Woodward

Date: 3/07/2024

Contract #: 24-102

CERTIFICATION OF BID

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

Signed By: A Woodward Title: Director

Typed Name: Al Woodward

Company Name: Southern Cement Slurry, LLC Phone Number: 281-570-9640

Email Address: al@greatsouthernstabilized.com

Mailing Address: PO Box 80 Thompsons, TX 77481
P.O. Box or Street City State Zip

Employer Identification Number: 72-1571321

Approved by Commissioners' Court on this 19 **day of** MARCH **2024 by**

Holding the position of COUNTY JUDGE

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

- ☐ **V.T.C.A. Local Government Code §262.0276 for Tax Verification (PAGE 9)**
- ☐ **Legislative Certification & Debarment Verification (PAGE 10)**
- ☐ **All Addendums (if applicable)**
- ☐ **Certification of Bid (PAGE 11)**

EXHIBIT A

Southern Cement Slurry, LLC

Quotation and Sales Contract

SUPERSLURRY™

Co: Brazos County Road and Bridge

Attn: Ms. Celina Nava

Date: 3/01/2024

Bid Date:

Subject to terms and conditions, we are pleased to quote the following for use in the construction of:

Job Name: Brazos County Road and Bridge
Various Road Reconstruction

Located at: Bryan TX

Prices quoted are F.O.B: Job site

Quantity	U.O.M.	Description	Unit Price
--as needed--	dry tons	Cement SuperSlurry	$ 275.73
		Cem-Lime SuperSlurry	$ 275.73

Job Specification: Slurry for base stabilization

1) The above prices are for the reference project only during normal working hours.
2) A fuel surcharge tied to the Gulf Coast Average Fuel Price Index (PADD3) applies. For each $0.10 per gallon increase above $4.50 per gallon, a .05% surcharge will apply. Please sign and return quotation within 30 days.
3) Partial loads will be invoiced at full load freight cost plus material cost.
4) Southern Cement Slurry is not responsible for the mixing or compaction of the slurry.

* Payment in full is due on the last day of the month following the month of shipment.

Must be signed and returned for delivery of material.

Southern Cement Slurry

Date: 3/19/2024

By:

Al Woodward
Sales / Quality Control

Southern Cement Slurry #1 Hallett Rd Porter TX 77365 281-354-4446

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/19/2024

ITEM:

Overpayments

- a. A&M Super Storage, Inc. - $1,115.26
- b. John & Elizabeth Raney - $5.91

TO: Commissioners Court

DATE: 03/13/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
CC_Refund_Request_3_12_24_(002).pdf	Tax Refund Applications	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 03/12/2024

REQUESTOR	A&M SUPER STORAGE INC
ADDRESS	17333 STATE HWY 6 S COLLEGE STATION TX 77845
OWNER NAME	A&M SUPER STORAGE INC
PROP ID#	306423
REFUND AMOUNT	$ 1115.26

REQUESTOR	JOHN & ELIZABETH RANEY
ADDRESS	416 BROOKSIDE DR BRYAN TX 77801
OWNER NAME	JOHN & ELIZABETH RANEY
PROP ID#	92275
REFUND AMOUNT	$ 5.91

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
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REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

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
A&M SUPER STORAGE INC
% KENNADY HUBBARD E III PC
17333 STATE HIGHWAY 6 S
COLLEGE STATION TX 77845-8463

PROPERTY DESCRIPTION
Legal: ANIMATE HABITAT PH 1, BLOCK 1, LOT 1, ACRES 5.283
Address: 17333 SH-6 S ,
Account # 306423

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	02/16/2024	$1115.26	$1115.26

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:
A&M SUPER STORAGE INC
% KENNADY HUBBARD E III PC
17333 STATE HIGHWAY 6 S
COLLEGE STATION TX 77845-8463

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."

A&M Super Storage INC c/o Kennady Hubbard E III PC

Signature

3/6/24
Date

(979) 255-2057
Phone #

hubbardkennady@gmail.com
Email Address

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

Authorized Officer Signature

3/19/24
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

KRISTEEN ROE, CTA PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number
3344550

Date Posted	02/16/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	$1,115.26

PAID BY:

A&M SUPER STORAGE INC
% KENNADY HUBBARD E III PC
17333 STATE HIGHWAY 6 S
COLLEGE STATION, TX 77845-8463

Property ID	Geo	Legal Acres	Owner Name and Address
306423	110450-0101-0010	5.2830	A&M SUPER STORAGE INC % KENNADY HUBBARD E III PC 17333 STATE HIGHWAY 6 S COLLEGE STATION, TX 77845-8463

Legal Description
ANIMATE HABITAT PH 1, BLOCK 1, LOT 1, ACRES 5.283

Situs
17333 SH-6 S ,

DBA Name

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149029	N	1,115.26	0.00	0.00	0.00	0.00	1,115.26
											1,115.26

Balance Due As Of 02/16/2024: -1115.26

Tender	Details	Description	Amount
Check	833960901		1115.26
			1115.26

Operator	Batch	Total Paid
lemerson	50045 (02162024_LE)	1,115.26

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

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
JOHN N & ELIZABETH RANEY IRA
EQUITY TRUST CO CUSTODIAN FBO
416 BROOKSIDE DR E
BRYAN TX 77801-3701

PROPERTY DESCRIPTION
Legal: EASTMARK PH 2, BLOCK E, LOT 27 REPLAT
Address: 906 CAMELLIA CT A-B ,
Account # 92275

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	01/24/2024	$5247.27	$5.91

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:
JOHN N & ELIZABETH RANEY
416 BROOKSIDE DR E
BRYAN TX 77801-3701

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."

John N Raney
Signature

2/17/24
Date

979-846-8606
Phone #

txag@txag.com
Email Address

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

Authorized Officer Signature

3/19/24
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

01/24/2024 12:35PM

KRISTEEN ROE, CTA PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number	
3330544	
Date Posted	01/24/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	$5,247.18

PAID BY:

RANEY JOHN N & ELIZABETH H
416 BROOKSIDE DR E
BRYAN, TX 77801-3701

Property ID	Geo	Legal Acres
92275	238800-0205-0271	0.0000

Legal Description
EASTMARK PH 2, BLOCK E, LOT 27 REPLAT

Situs	DBA Name
906 CAMELLIA CT A-B ,	WILSON DUPLEXES(R92275-8)

Owner Name and Address
JOHN N & ELIZABETH RANEY IRA
EQUITY TRUST CO CUSTODIAN FBO
416 BROOKSIDE DR E
BRYAN, TX 77801-3701

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	148835	N	5.91	0.00	0.00	0.00	0.00	5.91
BRAZOS COUNTY	2023	0.40970	278,054	67478	N	1,139.19	0.00	0.00	0.00	0.00	1,139.19
CITY OF COLL. STAT.	2023	0.51309	278,054	67478	N	1,426.65	0.00	0.00	0.00	0.00	1,426.65
COLLEGE STATION ISD	2023	0.96220	278,054	67478	N	2,675.43	0.00	0.00	0.00	0.00	2,675.43
											5,247.18

Balance Due As Of 01/24/2024: -5.91

Tender	Details	Description	Amount
Check	385		5247.18
			5247.18

Operator	Batch	Total Paid
tmoore	49592 (01/24/2024TM)	5,247.18

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 3/19/2024

ITEM:

- FY 23/24 Budget Amendments 23.01 - 23.05

TO: Commissioners Court

FROM: Nina Payne

DATE: 03/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name	Description	Type
23_Coversheet.pdf	FY 24 Budget Amendments 23.01 -23.05	Cover Memo
23.01_-_23.05.pdf	FY 24 Budget Amendments 23.01 -25.05	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2023-2024 BUDGET YEAR

NO. 23/24 23.01-23.05

On this the 19th 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 19th 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 19th 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

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 23.01
3/19/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Supplies and Other Charges	Expenditure		2,206.08
General Fund	472nd District Court - Administration	Supplies and Other Charges	Expenditure	2,206.08	

General Fund

Reallocation of funds to the correct accounts to purchase additional computers to be placed in the 472nd District Judge's Courtroom.

SAM
Date: 3/12/2024

3/19/24
County Judge Approval **Date**

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
01000	11001500	61130000	(2,206.08)		
01000	22300100	60500000	2,206.08		

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 23.02
3/19/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Supplies and Other Charges	Expenditure		87,195.50
General Fund	Community Support	Community Contracts	Expenditure	87,195.50	

General Fund

Reallocation of funds to the correct accounts for the 2024 Brazos Central Appraisal District Operating Budget, as mandated by the State Law. (Section 6.06 State Property Tax Code). Due to the changes implemented by the Texas Legislature and approved by the voters during the November 7, 2023 election, BCAD allotment amounts changed. Brazos County adopted the FY 2024 Budget prior to the election.

SAM
Date: 3/12/2024

3/19/24
County Judge Approval **Date**

For Oracle Entry Only

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME
01000	11001500	61130000	(87,195.50)	
01000	11002000	73320000	87,195.50	

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 23.03
3/19/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Supplies and Other Charges	Expenditure		1,795.00
General Fund	Exposition Center - Non Capital	Contractual Services	Expenditure	1,795.00	

General Fund

Reallocation of funds to the correct accounts to install oversized roof fasteners on the North-side of the North Arena for CIP 24-609. Change order was approved on March 12, 2024, in Commissioner's Court.

SAM
Date: 3/12/2024

3/19/24
County Judge Approval **Date**

For Oracle Entry Only

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME
01000	11001500	61130000	(1,795.00)	
01000	36000006	71025000	1,795.00	

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 23.04
3/19/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Supplies and Other Charges	Expenditure		1,014.00
General Fund	472nd District Court - Administration	Supplies and Other Charges	Expenditure	1,014.00	

General Fund

Reallocation of funds to the correct accounts to purchase a refrigerator for 472nd District Court.

SAM
Date: 3/12/2024

3/19/24
County Judge Approval **Date**

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
01000	11001500	61130000	(1,014.00)		
01000	22300100	60500000	1,014.00		

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 23.05
3/19/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	American Rescue Plan Revenue Replacement		Revenue		478,903.00
General Fund	American Rescue Plan Revenue Replacement	Discretionary Spending	Expenditure		478,903.00

General Fund - American Rescue Plan Revenue Replacement

To correct the American Rescue Plan Act Revenue loss for CY (calendar year) 2022. The December 2022 interest had not been entered into Oracle at the time of reporting.

SAM
Date: 3/12/2024

3/19/24
County Judge Approval **Date**

For Oracle Entry Only

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME
01000	116002	48036100	(478,903.00)	
01000	116002	59100000	(478,903.00)	

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 3/19/2024

ITEM:

- a. Employment & Separations

TO: Commissioners Court

DATE: 03/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Employment Separations - Public - 03-19-2024.pdf	Employment & Separations Cover Sheet	Cover Memo

Personnel Change of Status

(Mar 14, 2024)

Commissioners' Court Date: 03-19-2024
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
Juvenile Services - Residential Mental	Glass, Garret

Separations

Department Name	Employee Name
Sheriff Office - Jail Administration	Badertscher, Jacob
Constable Precinct 2 - Administration	Emert, Steven
District Clerk - Administration	Gomez, Casandra
Brazos Center - Administration	Miller, Aimee
District Attorney - Administration	Potter, Barrack

Approved in Commissioners' Court: 03-19-2024

County Judge's or Commissioner's Signature: _____

(This Copy to be attached to minutes)

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 3/19/2024

ITEM:

- b. Personnel Action Forms

TO: Commissioners Court

DATE: 03/14/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
PAF_03-19-2024.pdf	Cover Sheet	Cover Memo

PERSONNEL
CHANGE OF STATUS REQUESTS

Commissioner Court Date: 03-19-2024
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
District Clerk	Limon-McCoy, Victoria	Change of Status
Juvenile Services Admin.	Krejci, Melba	Change of Status
Road & Bridge	Salvato, Joe	Change of Status
SO - Jail	Lamb, Ryan	Change of Status
Tax Assessor Collector	Armantrout, Stacey	Change of Status

Approved in Commissioners' Court: 03-19-2024:

County Judge's or Commissioner's Signature: _____
(This Copy to be attached to minutes)

BRAZOS COUNTY

BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **March 19, 2024**

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 8201478 Thru CLAIM # 8201638

CLAIM # 9200601 Thru CLAIM # 9200655

The Court voted unanimously to approve these Claims as submitted.

Duane Peters
County Judge

Karen McQueen
County Clerk

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 3/19/2024

ITEM: Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of March 13, 2024. Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of March 13, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 03/12/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
FY_24_Actuals.pdf	FY 2023-2024 Budget to Actuals by Fund as of 3/13/2024	Backup Material
FY_24_Contingency_Budget_to_Actuals_Fund.pdf	FY 2023-2024 Contingency Budget to Actuals by Fund as of 3/13/24	Backup Material

Brazos County, Texas
FY 2023-2024 Budget to Actuals - Revenue and Expenditure Categories Report by Fund

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**	**106,568,071**	**79%**
Charges for Services	14,007,731	14,373,002	11,221,037	4,509,439	40%
Interest Income	**1,233,588**	**8,311,341**	**5,780,000**	**4,065,996**	**70%**
Other Revenue	2,105,454	1,265,902	961,750	518,366	54%
Reserves	**-**	**-**	**44,859,588**	**-**	**-**
Intergovernmental	9,344,605	8,218,468	836,002	608,931	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**	**$116,377,307**	**59%**

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**	**23,757,883**	**40%**
Outside Labor Costs	**186,676**	**104,348**	**163,000**	**75,881**	**47%**
Benefits	**27,150,252**	**27,183,091**	**35,508,750**	**14,338,568**	**40%**
Discretionary Spending	**-**	**-**	**1,821,590**	**-**	**-**
Supplies and Other Charges	**7,681,618**	**9,058,121**	**19,318,410**	**4,438,398**	**23%**
Repairs and Maintenance	**2,354,842**	**4,532,190**	**7,477,493**	**1,168,709**	**16%**
Contractual Services	**8,721,285**	**9,372,616**	**12,151,132**	**4,039,683**	**33%**
Professional Services	**4,303,755**	**6,379,393**	**13,050,445**	**2,345,861**	**18%**
Community Contracts	**4,615,488**	**4,716,979**	**6,382,870**	**3,186,286**	**50%**
Capital Outlay	**5,302,428**	**7,260,102**	**21,033,500**	**4,608,280**	**22%**
Other Financing Uses	**4,709,639**	**20,917,731**	**21,634,274**	**-**	**-**
Total Expense	**$109,678,212**	**$139,010,628**	**$198,198,377**	**$57,959,549**	**29%**

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	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**	**-**	**-**	**-**

Brazos County, Texas
FY 2023-2024 Budget to Actuals - Revenue and Expenditure Categories Report by Fund

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**	**1,315,584**	**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**	**$1,386,652**	**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**	**31,605**	**19%**
Benefits	**45,799**	**41,481**	**75,055**	**16,435**	**22%**
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**	**517,214**	**81%**
Other Financing Uses	**1,165,715**	**-**	**1,250,000**	**-**	**-**
Total Expense	**$2,577,941**	**$2,454,451**	**$4,300,000**	**$666,991**	**16%**

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	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	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	44,555	66%
Interest Income	**48**	**1,942**	**0**	**1,590**	**-**
Reserves	**-**	**-**	**10,000**	**-**	**-**
Total Revenue	**$28,511**	**$166,057**	**$77,500**	**$46,145**	**60%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	**59,063**	**62,593**	**77,500**	**27,212**	**35%**
Total Expense	**$59,063**	**$62,593**	**$77,500**	**$27,212**	**35%**

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%**

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	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	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	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%**

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	190	38%
Interest Income	**935**	**15,192**	**0**	**7,845**	**-**
Reserves	**-**	**-**	**300,000**	**-**	**-**
Other Financing Sources	**42,545**	**-**	**-**	**-**	**-**
Total Revenue	**$67,049**	**$15,815**	**$300,500**	**$8,035**	**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**	**-**

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	121,078	35%
Interest Income	**5,390**	**31,036**	**20,000**	**15,090**	**75%**
Reserves	**-**	**-**	**1,230,000**	**-**	**-**
Total Revenue	**$460,067**	**$395,347**	**$1,600,000**	**$136,167**	**9%**

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**	**51,852**	**40%**
Benefits	**72,410**	**56,889**	**83,311**	**26,673**	**32%**
Supplies and Other Charges	**21,476**	**725**	**1,263,064**	**918**	**0%**
Contractual Services	**103,091**	**327,291**	**125,340**	**45,263**	**36%**
Total Expense	**$302,836**	**$488,964**	**$1,600,000**	**$124,706**	**8%**

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	104,645	33%
Interest Income	**5,682**	**30,786**	**10,000**	**15,615**	**156%**
Reserves	**-**	**-**	**1,293,000**	**-**	**-**
Total Revenue	**$393,069**	**$321,336**	**$1,618,000**	**$120,260**	**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	**-**	**-**	**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	40,632	38%
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**	**$41,701**	**25%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	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**	**-**

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	49,438	82%
Interest Income	**334**	**5,326**	**4,000**	**2,658**	**66%**
Reserves	**-**	**-**	**200,000**	**-**	**-**
Total Revenue	**$62,060**	**$89,788**	**$264,000**	**$52,096**	**20%**

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**	**26,662**	**36%**
Benefits	**-**	**1,553**	**5,764**	**2,071**	**36%**
Contractual Services	**-**	**149,231**	**173,000**	**-**	**-**
Professional Services	**-**	**-**	**11,636**	**-**	**-**
Total Expense	**-**	**$170,763**	**$264,000**	**$28,733**	**11%**

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	-	130
Interest Income	**69**	**131**	**-**	**15**
Total Revenue	**$5,739**	**$726**	**-**	**$145**

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**	**-**	**-**

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%**

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%**

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	2022-2023 Actual Revenue	2023-2024 Adopted Budget	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**	**-**	**-**

Brazos County, Texas
FY 2023-2024 Budget to Actuals - Revenue and Expenditure Categories Report by 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**	**1,110,865**	**39%**
Benefits	**640,754**	**813,685**	**1,327,727**	**511,098**	**38%**
Supplies and Other Charges	**233,515**	**106,792**	**436,145**	**42,976**	**10%**
Repairs and Maintenance	**937,236**	**5,186**	**3,150**	**404**	**13%**
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**	**$1,832,982**	**33%**

Fund: 31000 American Rescue Plan Act

Description	2021-2022 Actual Revenue	2022-2023 Actual 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**	**-**

Brazos County, Texas
FY 2023-2024 Budget to Actuals - Revenue and Expenditure Categories Report by 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**	**9,373**	**12%**
Benefits	**7,935**	**9,588**	**14,686**	**4,477**	**30%**
Supplies and Other Charges	**24,089**	**11,007**	**155,938**	**11,525**	**7%**
Contractual Services	**314**	**360**	**20,000**	**180**	**1%**
Capital Outlay	**5,782**	**-**	**-**	**-**	**-**
Total Expense	**$52,509**	**$41,339**	**$271,000**	**$25,554**	**9%**

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%**

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**	**6,049**	**-**
Reserves	**-**	**-**	**104,000**	**-**	**-**
Total Revenue	**$1,004**	**$407,384**	**$109,000**	**$11,382**	**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%**

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	10,590,765	97%
Interest Income	89,607	345,490	170,000	100,230	59%
Reserves	-	-	500,000	-	-
Other Financing Sources	1,165,715	-	1,250,000	-	-
Total Revenue	$12,021,900	$10,144,527	$12,830,000	$10,690,995	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%

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**	**191,503**	**160%**
Other Revenue	-	2,929	-	-	-
Reserves	**-**	**-**	**8,400,000**	**-**	**-**
Total Revenue	**$105,757**	**$518,544**	**$8,520,000**	**$191,503**	**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%**

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	-	454,513	-
Reserves	-	-	19,800,000	-	-
Other Financing Sources	-	20,009,102	-	-	-
Total Revenue	-	$20,221,390	$19,800,000	$454,513	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Contractual Services	-	-	19,800,000	105,104	1%
Debt Service	-	203,216	-	-	-
Total Expense	-	$203,216	$19,800,000	$105,104	1%

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	-	225,268	-
Reserves	-	-	10,100,000	-	-
Other Financing Sources	-	10,307,719	-	-	-
Total Revenue	-	$10,417,211	$10,100,000	$225,268	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	967,393	10%
Debt Service	-	102,830	-	-	-
Total Expense	-	$184,530	$10,100,000	$967,393	10%

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	-	220,697	-
Reserves	-	-	9,908,000	-	-
Other Financing Sources	-	10,165,860	-	-	-
Total Revenue	-	$10,272,156	$9,908,000	$220,697	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%

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**	**2,070,609**	**6%**
Debt Service	**-**	**-**	**31,100**	**-**	**-**
Other Financing Uses	**24,942**	**-**	**-**	**-**	**-**
Total Expense	**$11,838,278**	**$5,391,415**	**$43,762,133**	**$2,070,609**	**5%**

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	11,548,088	55%
Reserves	**-**	**-**	**4,500,000**	**-**	**-**
Other Financing Sources	**-**	**-**	**1,000,000**	**-**	**-**
Total Revenue	**$20,921,190**	**$23,006,476**	**$26,341,700**	**$11,548,088**	**44%**

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**	**99,197**	**21%**
Benefits	**60,911**	**133,569**	**200,280**	**47,342**	**24%**
Supplies and Other Charges	**50,614**	**53,669**	**968,719**	**24,392**	**3%**
Repairs and Maintenance	**93**	**75**	**100**	**25**	**25%**
Contractual Services	**17,991,568**	**21,346,651**	**24,276,500**	**9,858,722**	**41%**
Professional Services	**289,964**	**379,176**	**434,200**	**169,154**	**39%**
Total Expense	**$18,608,343**	**$22,140,208**	**$26,341,700**	**$10,198,833**	**39%**

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%**

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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	(527,650.40)	5,472,349.60
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**	**(527,650.40)**	**6,770,201.60**

* Can only be used for that program or division

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

Fund: 20000 County Clerk Records Management Fund - Contingency *

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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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund

Brazos County, Texas
FY 2023-2024 Contingency
Budget to Actuals by Fund

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**

* Can only be used for this fund