MINUTES

DECEMBER 9, 2025

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 10:03 a.m. on Tuesday, December 9, 2025 with the following members of the Court present:

Kyle Kacal, Acting County Judge, Presiding;
Bentley Nettles, Commissioner of Precinct 1;
Chuck Konderla, Commissioner of Precinct 2;
Fred Brown, 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 Brown

2. Call for Citizen input and/or concerns

   Peter Michelena, resident of Precinct 4, addressed the Court concerning encryption of police radios.

   Cynde Wiley, resident of Precinct 1, addressed the Court concerning salary and election integrity. Ms. Wiley provided a copy of her statement for the minutes, it is attached hereto.

   Cathie Viens, resident of Precinct 4, addressed the Court concerning redaction on payment of claims, department head oversights, and radio encryption services. Ms. Viens provided a handout for the Court, it is attached hereto.

3. Presentations and/or Discussions

- Presentation of the Sexual Assault Response Team (SART) Biennial Report by Alicia Rice, Director of Advocacy, SART.

Alicia Rice, Director of Advocacy with the Sexual Assault Response Team (SART), presented the Biennial Report. The Court thanked Ms. Rice and her team for the services they provide. A copy of the report is attached.

- Presentation by Trudy Hancock, Elections Administrator, on the Post Election Hand Count Audit for the November 2025 Special Election.

Trudy Hancock, Elections Administrator, presented the Post Election Hand Count Audit for the November 2025 Special Election. Ms. Hancock shared that there were 20,874 ballots cast, totaling a 15.28% voter turnout. The audit was performed on 33% of the ballots cast, and no discrepancies were discovered. Ms. Hancock then provided the Court with an explanation of how the audit was performed. The Court thanked Ms. Hancock and her team for a job well done. A copy of the audit is attached.

Consider and take action on agenda items: 4 - 37

4. Approval of Resolution relating to approving a Tax-Exempt financing by a bank for the benefit of Brazos Christian School, Inc.

   The Court voted unanimously to adopt Resolution 25-016 Approving a Tax-Exempt financing by a bank for the benefit of Brazos Christian School, Inc.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

5. Approval of Resolution Authorizing Execution of Agreements with the Texas Department of Transportation regarding Construction by Brazos County of a Pedestrian Overpass on BS-6R, in Control Seciton 0050-01.

   The Court voted unanimously to adopt Resolution 25-017 Authorizing Execution of Agreements with the Texas Department of Transportation regarding Construction by Brazos County of a Pedestrian Overpass on BS-6R, in Control Section 0050-01.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

6. Approval of Resolution for the Brazos County Investment Advisory Committee.

   The Court voted unanimously to adopt Resolution 25-018 approval of the Brazos County Investment Advisory Committee.

   Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles,

Watson.

7. Approval of Resolution for the Brazos County OPEB Investment Committee.

   Commissioner Nettles expressed concerns regarding a need for additional committee members with investment experience other than County staff.

   On a motion from Commissioner Nettles, with a second from Commissioner Brown the Court voted to table this Resolution.

   Motion: Table, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Fred Brown. Passed. 4-0. Ayes: Brown, Kacal, Konderla, Nettles. Abstain: Watson.

8. Approval requested to update the authorized signers for the Brazos County OPEB Account.
   - a. Kyle Kacal
   - b. Cristian Villarreal
   - c. Marci Turner

   Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

9. Approval of the following appointments to the Brazos County Emergency Services District (ESD) #3:
   - a. Doug Box (Term of appointment: January 1, 2026 - December 31, 2027)
   - b. Thomas Goehl (Term of appointment: January 1, 2026 - December 31, 2027)
   - c. Kyle Greenwood (Term of appointment: December 9, 2025 - December 31, 2027)

   The Court unanimously approved appointments a. & b. to the Brazos County Emergency Services District (ESD) #3.
   a. Doug Box
   b. Thomas Geohl

   Motion: , Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. . 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

   Commissioner Brown expressed concern with appointment c. Kyle Greenwood, as he is running for County Commissioner Precinct 2.
   The Court engaged in conversation and concluded that it would be appropriate to table this appointment until after the primary election in March.

   Kyle Greenwood, Resident of Precinct 2, addressed the Court sharing his desire to serve on ESD #3 board.

   On a motion from Commissioner Brown with a second from Commissioner Nettles the Court voted unanimously to table the appointment of Kyle Greenwood to the ESD #3

board.

Motion: Table, Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

10. Approval requested from Fleet Services to accept a donation of eight (8) sets of ballistic glass in the amount of $58,516.93 from Operation Safe Shield.

    Commissioner Konderla and Commissioner Nettles expressed their gratitude for the donation. A copy of the donation form is attached.

    Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

11. Approval for acceptance of donated or unclaimed property items left by inmates leaving the Brazos County Detention Center for the month of June 2025.

    A copy of the donation form is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

12. Approval of the following Job Description:
    - a. Forensic Services - B3005 - Forensic Operations Administrator

    A copy of the job description is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

13. Request authorization to wire transfer up to $1,492,326.89 to Health and Human Services for the Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS) Intergovernmental Transfer for the benefit of participating hospitals using funding from Brazos County Local Provider Participating Fund (LPPF).

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

14. Approval of the Interlocal Agreement between Brazos County and the City of Bryan establishing the County's responsibility of up-front and ongoing costs for CIP #26-515, CAD Upgrade. Cost was determined based on the percentage of calls for service to County law enforcement agencies. Funding for this project was previously approved by this Commissioners Court and adopted into the FY26 County Budget.

    A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

15. Approval of the following as they relate to the Lease Agreement for the Parking Spaces in the Roy Kelly Garage:
    - a. Leased Parking Space Rates valid through September 30, 2026.
    - b. Authorization of the County Judge to countersign parking space leases entered into on behalf of the County.

    A copy of the lease is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

16. Approval of Amended Parking Garage Lease with the Brazos Transit District.

    A copy of the amended lease and rate changes is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

17. Approval requested by the County Judge for the Delegation of Authority for Contingency and Allowance Expenditures on Capital and Infrastructure Projects up to $50,000 per Authorization to the following employees:
    - a. County Engineer
    - b. Director of Project Management
    - c. Road & Bridge Capital Project Manager

    Commissioner Brown moved to table this item, expressing concerns about having checks and balances, suggesting that two signatures be required. Commissioner Nettles seconded the motion to table.

    Peter Michelena, resident of Precinct 4, addressed the Court concerning the item.
    Cynde Wiley, resident of Precinct 1, addressed the Court concerning the item.

    Commissioner Konderla and Commissioner Nettles asked for clarification. Purchasing Agent Charles Wendt engaged in conversation with the Court sharing that the Department Heads would be operating within the confines of the contracts.
    Commissioner Watson spoke in favor of the item, explaining that she believes there are a number of checks and balances in place for this process.
    The Court engaged in further conversation.

    Motion: Table, Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. Failed. 1-4. Ayes: Brown. Nays: Kacal, Konderla, Nettles, Watson.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by

Commissioner Wanda J. Watson. Passed. 4-1. Ayes: Kacal, Konderla, Nettles, Watson. Nays: Brown.

18. Approval requested to issue US Bank credit cards to the following employees for conferences, travel and other department related expenses.
    - a. Leobardo Flores, Brazos County Health District (credit limit of $5,000.00)
    - b. Joanna Spencer, The Brazos Center (credit limit of $1,000.00)

    Commissioner Brown questioned the credit limit recommendations and Purchasing Agent Charles Wendt provided clarification.

    Commissioner Watson spoke in support of the item.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

19. Approval requested for the FY 2026 Revision of the Capital Improvement Plan Policy.

    Commissioner Konderla expressed his gratitude for the staff and their hard work on the 5 year plan.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

20. Approval requested for the Information Technology Uniform Policy.

    A copy of the policy is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

21. Approval requested from the Purchasing Department for permission to advertise an auction of surplus property.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

22. Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles,

Watson.

23. Approval of Amendments to the following Juvenile Contracts, adjusting the rate per day charged to other entities:
    - a. 23-168 Secure Short-Term Detention of Juvenile Offenders with Austin County.
    - b. 24-132 Secure Short-Term Detention of Juvenile Offenders with Cen-Tex Regional Juvenile Services.

    A copy of the amendments is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

24. Award of Bid #26-050 Road Signs & Sign Posts. Recommended Award: Vulcan, Inc.

    A copy of the contract and bid tabulation is attached.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

25. Permission to Advertise RFQ #26-079 Appraisal Services.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

26. Approval of the following committee for RFQ #26-079 Appraisal Services.
    - a. Prarthana Banerji - County Engineer - Road and Bridge
    - b. Joe Salvato - R-O-W Agent - Road and Bridge
    - c. Kimberly Gonzalez - Economic Development Coordinator - County Judge
    - d. Purchasing - Non-Voting
    - e. Legal - Non-Voting

    Commissioner Nettles expressed concerns about needing someone with real-estate experience on this committee.

    Purchasing Agent Charles Wendt provided clarification on the purpose of the committee and the recommended committee member's expertise.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

27. Approval of Agreement #26-081 Oracle Fusion Cloud Testing with Smart Software Testing Solutions Inc, dba Opkey in the amount of $80,000.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

28. Approval of CIP #26-516 Radio Replacement with Motorola Solutions, Inc with a total cost of $1,695,848.42.

Pete Michelena, resident of Precinct 4, addressed the Court in opposition of the item. Cynde Wiley, resident of Precinct 1, addressed the Court in opposition of the item.

Chief Information Officer Eric Caldwell addressed the Court providing clarification and sharing that this is a 10 year plan. He also explained the need for the upgraded radios, noting it is a big investment in public safety. The Court engaged in further conversation with Mr. Caldwell.

Commissioner Watson spoke in support of the item.

Commissioner Brown engaged in conversation with Mr. Caldwell, expressing his desire to be more involved in the discussions earlier in the process and suggested having workshops on large expenditure items.

Commissioner Nettles spoke in favor of the item, sharing that this is a critical piece in supporting law enforcement.

Commissioner Konderla spoke in support of the item, noting that this is needed.

Constable Precinct 2 Donald Lampo addressed the Court regarding radio encryption, stating that the encryption is very important to maintaining order and control at a scene. He further explained that it is critical for the safety of officers, the safety of the public, and the integrity of the scene.

A copy of the service agreement is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

29. Consider and take action on the Wellborn SUD utility permit to install 300 feet of waterline and construct two (2) road bores within right of way of Millican Cut-Off Road. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

30. Consider and take action on the Frontier Communications utility permit to directional bore fiber conduit within the right-of-way of the following County Roads in Precinct 2:

- a. Grassbur Road – 5,660 feet in ROW and 1,680 feet in PUE
- b. Merka Road – 317 feet in ROW, will be part of FM 1179 project

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

31. Consider and take action on the Comcast utility permit to directional bore fiber optic conduit within the right-of-way and construct road bores under the following County Roads in Precinct 4:
    - a. Chick Lane – 1,245 feet in ROW and 4 road bores
    - b. Jones Road – 1 road bore

    Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

32. Consider and take action on the Comcast utility permit to construct road bore under West 28th Street to provide internet services. Site is located in Precinct 4.

    Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

33. Budget Amendments.

    - FY 25/26 Budget Amendments 5.01 - 5.03

    5.01 - Transfer of funds from Contingency to Jail Correctional Medicine.
    5.02 - Transfer of funds from Contingency to Facilities Services - Parking Garage.
    5.03 - Transfer of funds from Contingency to Facilities Services - Parking Garage.

    Commissioner Konderla provided clarification on budget amendment 5.01. He also thanked Julie Anderson and her team at Jail Medical for the great job they do.

    Commissioner Brown asked for clarification on 5.02 and 5.03.
    Budget Officer Nina Payne and Facilities Director Bob Lamkin provided clarification.

    Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

34. Personnel Change of Status.

    - Approval of Personnel Change of Status

A copy of the Personnel Change of Status is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

35. Payment of Claims.

- Approval of Payment of Claims

A copy of the claims is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

36. Convene into Executive Session pursuant to the following:
    - a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract A).
    - b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract B).
    - c. Texas Government Code §551.087 of the Texas Government Code for deliberation regarding economic development negotiations.

At this point, the Acting County Judge announced the Court would consider items 38 through 42 and then return to convene into Executive Session.

Having considered the previously noted agenda items, General Counsel Ed Bull submitted a written determination that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third party. A motion was offered by Commissioner Konderla to meet in closed Executive Session as per Mr. Bull's recommendation. The motion was seconded by Commissioner Watson the motion passed unanimously. At 11:46 a.m. the Acting County Judge announced the meeting closed to the public, so the Court could convene into Executive Session pursuant the following Texas Government Code;
a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract A).
The following individuals were asked to stay for the session:
Aubrey Leggett, Executive Assistant
Ed Bull, General Counsel
Bruce Erratt, Legal
Trevor Lansdown, Projector Manager
Charles Wendt, Purchasing Agent
Nina Payne, Budget Officer

b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract B).
The following individuals were asked to stay for the session:

Aubrey Leggett, Executive Assistant
Ed Bull, General Counsel
Bruce Erratt, Legal
Trevor Lansdown, Projector Manager
Charles Wendt, Purchasing Agent
Kaitlyn Battles, Assistant Purchasing Agent
Leslie Contreras, Risk Management Coordinator

c. Texas Government Code §551.087 of the Texas Government Code for deliberation regarding economic development negotiations.
The following individuals were asked to stay for the session:
Aubrey Leggett, Executive Assistant
Ed Bull, General Counsel
Bruce Erratt, Legal
Kimberly Gonzalez, Economic Development Coordinator
Marci Turner, Auditor

37. Consider and possible action on Executive Session.

    At 12:48 p.m. the Acting County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.

38. Acknowledgement of the 2025-2026 Budget to Actuals by Fund as of December 1, 2025.
    Acknowledgement of the 2025-2026 Contingency Budget to Actuals by Fund as of December 1, 2025.

    The Court acknowledged receipt of the 2025 - 2026 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of December 1, 2025.

39. Monthly Report from the County Attorney's Office.

    Brazos County Attorney Earl Gray reported 11,031 cases disposed and $662,139 fines and fees collected year-to-date.
    Mr. Gray highlighted the First Offenders Program and engaged in conversation with Court concerning the program. The Court thanked Mr. Gray and his team.

40. Monthly Report from the District Attorney's Office.

    Brazos County District Attorney Jarvis Parsons reported year-to-date there are 3,677 disposed cases, at a 110.7 % disposition rate, the Juvenile clearance rate at 119%. All 3 courts are currently in trail.
    DA Parsons shared highlights about The Tree of Angles Program. He then entered discussion on a specific case. The Court thanked DA Parsons.

41. Monthly Report from the Public Defender's Office.

    Chief Public Defender Nathan Wood reported the following numbers for year to date:
    - 40 - new felony appointments

- 47 - felony cases disposed
- 98 - misdemeanor appointments received
- 110 - misdemeanor cases disposed
- 575 - current active case load
- 21 - appeals
- 258 - felonies projected to dispose this year
- 588 - misdemeanors projected to dispose this year

He also shared they are well underway in creating the Juvenile and Mental Health Divisions. Key hires have been made, and this week Amanda Banger started as Chief of the Juvenile Division.
He then entered discussion on a specific case. The Court thanked Mr. Wood.

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

Commissioner Brown wished everyone a blessed Christmas.

Commissioner Konderla reminded the community about a public meeting concerning corridor improvements along Highway 30 on December 9, 2025 from 5:00 -7:00 p.m. at the Myer Senior and Community Center in College Station.
He also thanked Alfred Vrazel for his influence of the Czech heritage and music in the community.

Commissioner Nettles invited the community to support our armed forces this weekend while watching the the Army vs Navy football game.

Judge Kacal announced the last Regular Meeting for Commissioners Court in 2025 will be next week on December 16th. He also shared that the Court will continue to explore the concerns about encryption with the radios.

43. Adjourn.

FILED FOR RECORD
DATE December 03, 2025
AT 3:10 O'CLOCK P M
KAREN MCQUEEN
BRAZOS COUNTY CLERK

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 DECEMBER 9, 2025 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 ON THE BRAZOS COUNTY COMMISSIONERS COURT YOUTUBE CHANNEL AT: HTTPS://WWW.YOUTUBE.COM/@BRAZOSCOUNTY3227.

---

1. Invocation and Pledge of Allegiance
   - U.S. and Texas Flag - Commissioner Brown
2. Call for Citizen input and/or concerns
3. Presentations and/or Discussions
   - Presentation of the Sexual Assault Response Team (SART) Biennial Report by Alicia Rice, Director of Advocacy, SART.
   - Presentation by Trudy Hancock, Elections Administrator, on the Post Election Hand Count Audit for the November 2025 Special Election.

Consider and take action on agenda items: 4 - 37

4. Approval of Resolution relating to approving a Tax-Exempt financing by a bank for the benefit of Brazos Christian School, Inc.
5. Approval of Resolution Authorizing Execution of Agreements with the Texas Department of Transportation regarding Construction by Brazos County of a Pedestrian Overpass on BS-6R, in Control Seciton 0050-01.
6. Approval of Resolution for the Brazos County Investment Advisory Committee.
7. Approval of Resolution for the Brazos County OPEB Investment Committee.

8. Approval requested to update the authorized signers for the Brazos County OPEB Account.
    - a. Kyle Kacal
    - b. Cristian Villarreal
    - c. Marci Turner
9. Approval of the following appointments to the Brazos County Emergency Services District (ESD) #3:
    - a. Doug Box (Term of appointment: January 1, 2026 - December 31, 2027)
    - b. Thomas Goehl (Term of appointment: January 1, 2026 - December 31, 2027)
    - c. Kyle Greenwood (Term of appointment: December 9, 2025 - December 31, 2027)
10. Approval requested from Fleet Services to accept a donation of eight (8) sets of ballistic glass in the amount of $58,516.93 from Operation Safe Shield.
11. Approval for acceptance of donated or unclaimed property items left by inmates leaving the Brazos County Detention Center for the month of June 2025.
12. Approval of the following Job Description:
    - a. Forensic Services - B3005 - Forensic Operations Administrator
13. Request authorization to wire transfer up to $1,492,326.89 to Health and Human Services for the Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS) Intergovernmental Transfer for the benefit of participating hospitals using funding from Brazos County Local Provider Participating Fund (LPPF).
14. Approval of the Interlocal Agreement between Brazos County and the City of Bryan establishing the County's responsibility of up-front and ongoing costs for CIP #26-515, CAD Upgrade. Cost was determined based on the percentage of calls for service to County law enforcement agencies. Funding for this project was previously approved by this Commissioners Court and adopted into the FY26 County Budget.
15. Approval of the following as they relate to the Lease Agreement for the Parking Spaces in the Roy Kelly Garage:
    - a. Leased Parking Space Rates valid through September 30, 2026.
    - b. Authorization of the County Judge to countersign parking space leases entered into on behalf of the County.
16. Approval of Amended Parking Garage Lease with the Brazos Transit District.
17. Approval requested by the County Judge for the Delegation of Authority for Contingency and Allowance Expenditures on Capital and Infrastructure Projects up to $50,000 per Authorization to the following employees:
    - a. County Engineer
    - b. Director of Project Management
    - c. Road & Bridge Capital Project Manager
18. Approval requested to issue US Bank credit cards to the following employees for conferences, travel and other department related expenses.
    - a. Leobardo Flores, Brazos County Health District (credit limit of $5,000.00)
    - b. Joanna Spencer, The Brazos Center (credit limit of $1,000.00)
19. Approval requested for the FY 2026 Revision of the Capital Improvement Plan Policy.
20. Approval requested for the Information Technology Uniform Policy.
21. Approval requested from the Purchasing Department for permission to advertise an auction of surplus property.

22. Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.
23. Approval of Amendments to the following Juvenile Contracts, adjusting the rate per day charged to other entities:
    - a. 23-168 Secure Short-Term Detention of Juvenile Offenders with Austin County.
    - b. 24-132 Secure Short-Term Detention of Juvenile Offenders with Cen-Tex Regional Juvenile Services.
24. Award of Bid #26-050 Road Signs & Sign Posts. Recommended Award: Vulcan, Inc.
25. Permission to Advertise RFQ #26-079 Appraisal Services.
26. Approval of the following committee for RFQ #26-079 Appraisal Services.
    - a. Prarthana Banerji - County Engineer - Road and Bridge
    - b. Joe Salvato - R-O-W Agent - Road and Bridge
    - c. Kimberly Gonzalez - Economic Development Coordinator - County Judge
    - d. Purchasing - Non-Voting
    - e. Legal - Non-Voting
27. Approval of Agreement #26-081 Oracle Fusion Cloud Testing with Smart Software Testing Solutions Inc, dba Opkey in the amount of $80,000.
28. Approval of CIP #26-516 Radio Replacement with Motorola Solutions, Inc with a total cost of $1,695,848.42.
29. Consider and take action on the Wellborn SUD utility permit to install 300 feet of waterline and construct two (2) road bores within right of way of Millican Cut-Off Road. Site is located in Precinct 1.
30. Consider and take action on the Frontier Communications utility permit to directional bore fiber conduit within the right-of-way of the following County Roads in Precinct 2:
    - a. Grassbur Road – 5,660 feet in ROW and 1,680 feet in PUE
    - b. Merka Road – 317 feet in ROW, will be part of FM 1179 project
31. Consider and take action on the Comcast utility permit to directional bore fiber optic conduit within the right-of-way and construct road bores under the following County Roads in Precinct 4:
    - a. Chick Lane – 1,245 feet in ROW and 4 road bores
    - b. Jones Road – 1 road bore
32. Consider and take action on the Comcast utility permit to construct road bore under West 28th Street to provide internet services. Site is located in Precinct 4.
33. Budget Amendments.
    - FY 25/26 Budget Amendments 5.01 - 5.03
34. Personnel Change of Status.
    - Approval of Personnel Change of Status
35. Payment of Claims.
    - Approval of Payment of Claims
36. Convene into Executive Session pursuant to the following:
    - a. Texas Government Code §551.0725 to deliberate business and financial issues

related to a contract being negotiated (Contract A).

- b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract B).
- c. Texas Government Code §551.087 of the Texas Government Code for deliberation regarding economic development negotiations.

37. Consider and possible action on Executive Session.

38. Acknowledgement of the 2025-2026 Budget to Actuals by Fund as of December 1, 2025.
    Acknowledgement of the 2025-2026 Contingency Budget to Actuals by Fund as of December 1, 2025.
39. Monthly Report from the County Attorney's Office.
40. Monthly Report from the District Attorney's Office.
41. Monthly Report from the Public Defender's Office.
42. Announcement of interest items and possible future agenda topics.
43. 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. Public participation sign-up sheets must be submitted at least five (5) minutes prior to the start of the posted meeting time. 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 81.023 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 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

9th DAY OF December, 2025
10:00 (AM)/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Cynde Wiley	Self
Aubrey Leggett	Comm. Court
Sharyl Lewis	Comm. Court
KYLE GREENWOOD	CITIZEN
BEV GREENWOOD	CITIZEN
Delia Sandoval	Comm. Court
Peter Michelena	Citizen
WM. Charles Wendt	Purchasing
Kathryn Battles	I
Spencer Mays	Budget
Karen McQueen	Co Clk
Ashlie Peters-Bowman	Co Clerks Off
Victoria McCoy	Co Clerks
Eric CALDWELL	BCIT
Lloyd Waught	Mosquito

BRAZOS COUNTY
COMMISSIONER'S COURT

9 DAY OF December, 2025
10:00 (AM)/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Matt Wolfe	Brazos County IT
Billy Melzow	IT
Wayne Dicky	SO
Rudy Achucky	TAXPAYER
Cathie Viens	taxpayer
Paul Montoure	RCSO
Jana Beddingfield	Brazos Transit District
Jeff Murski	Murski FOR BRAZOS
Dwayne Holloway	Fleet
Trudy Hancock	Elections
B Gerratt	C.J.
Jarvis Parsons	DA Office
marai turner	auditor
Nina Payne	Bursar
Joseph Trag	Risk

BRAZOS COUNTY
COMMISSIONER'S COURT

9 DAY OF December, 2025
10:00 AM/PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Jody Quimby	Citizen
Kevin Joyner	IT
Martha Anderson	Co Judge
Kimberly Gonzalez	CO Judge
Ed Bull	CO Judge
Caleb Coppinger	IT
Leiha White	SARC
Trevor Lansdown	Project Management
Earl Gray	Cty Atty Office
Nathan Dedrick	BCSO
John Steinmetz	BCCO 2
Raeanna McConathy	HR
Jennifer Salazar	HR
C.O. & Charles Coats	BCS Habitat
Bob Lamkin	Facilities Services

BRAZOS COUNTY
COMMISSIONER'S COURT

9 DAY OF December, 2025
10:00 (AM) PM, Regular

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Leslie Contreras	Risk
Prarthana Banerji	R & B
Nathan Wood	PDO
Alicia Rice	SARC
Cristian Villarreal	Treas
Randel Howard	Brazos Christian School
Jacqulin Justin	Expo
Jennifer Holland	Expo
Joanna Spencer	Brazos Center
Joe Salvato	R&B
Vonda Bob	South Texas Aerobics
Donald Lampo	Constable Pct 2

12.9.2025 Cynde Wiley

Is it time to have an honest fair-minded conversation regarding the funding of 2 salaries for 1 elected seat ?

Both elected County Judge Peters and Acting County Judge Kacal appear as members on the Investment Advisory and OPEB Investment committees which are on this agenda. This duality of authority in appearance is confusing. Who is truly in charge and who holds the final jurisdictional authority ?

This matter is a financial concern with a legal concern being junior in degree yet still worthy of a conversation.

If this trend continues for another 12 months, then this body will have charged the tax payers twice the amount they should have for one elected county judge seat. In reality, $260,000.00.

I think this boils down to fiscal responsibility and being frugal with tax revenues, regardless of whether the money is budgeted for this additional expense or not.

Now I would like to shift subject to our voter rolls.

We know Abbott in 2021 signed Senate bill 1 into law and removed over 1 million ineligible voters thru 2024.

July15, 2025: AG Paxton launches investigation into more than 100 potential noncitizens who voted in 2020 and 2022 elections.

Sept. 18, 2025: SoS signs agreement with nine states to strengthen election integrity focusing on maintaining accurate voter rolls thru state-to-state data sharing.

Sept. 25, 2025: Justice Dept sues Six states for failure to provide VR rolls.

October 20, 2025: SoS Press release re Texas completes citizenship verifications in the SAVE database. Brazos county has been tagged having 21 non-citizens.

October 23, 2025: AG Paxton filed suit in Tarrant County to dissolve the nonprofit JOLT Initiative. Jolt is accused of orchestrating a systematic, unlawful voter registration scheme. Pictures show tents were set up outside DMV offices where JOLT volunteers were alleged to have facilitated voter registration in ways that violated the TEC.

Now we come to our county: The Above articles mention VR rolls who have non-citizens, deceased and those who moved. I want to address voters who do not show up as registered yet appeared as having voted. Commonly called "ghost voters".

I am concerned that I may have uncovered many voters that do not appear in October 2024 VR (after cutoff date for registration) or in the February 2025 VR or in the GOP Data Center, but, do show as having voted or at least received a MIB for Nov. 2024 election. There may be many plausible explanations but I along with a few others are perplexed. I started out with 441 and whittled it down after removing the FPCA registered persons. There are many variables and questions that I am not addressing here. In the spirit of transparency, this exploration and resolution would be conducted as a collaboration between concerned citizens and our EA with oversight from this body. I very much want to get an understanding of why this data presents this way. I am asking for a task force to be created to vet out this data and report back to this body what was found.

Cathie Viens

Regular Meeting Commissioner's Court
December 9, 2025

Provided to Court by Catherine Viens, Brazos County

News just came out last night on KBTX that our County Sheriff's Office has committed funding at unknown cost to help fund encryption services for the radio system.

I would like the Court to address the means and manner of this funding. Specifically, how much will this cost the county, what is the term of the contract, when was this funding approved by the Court, and whether it will come from Contingency Funds or is it already in the Adopted 2026 Budget?

Transparency is the hallmark of good government but this announcement seems counter to that goal.

Here is a link to the KBTX information for your review:

https://www.kbtx.com/2025/12/09/sudden-move-encrypt-law-enforcement-radios-brazos-county-raises-concerns-about-transparency-public-safety/

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM:

- Presentation of the Sexual Assault Response Team (SART) Biennial Report by Alicia Rice, Director of Advocacy, SART.

TO: Commissioners Court

DATE: 10/07/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Brazos_County_SART_Data_Report_2025.pdf	Brazos County SART Biennial Report 2025	Cover Memo

SEXUAL ASSAULT RESPONSE TEAM BIENNIAL REPORT- BRAZOS COUNTY

The Sexual Assault Resource Center is the presiding officer of the Sexual Assault Response Team and compiled the required data submitted by each agency and composed the following report for the Commissioner's Court. The Sexual Assault Response Team Biennial Report will consist of attendance data and response team members participating in meetings, the number of reports of sexual assault received by law enforcement, the number of investigations conducted as a result of those reports, the number of indictments connected with a report and the disposition of those cases, the number of reports of sexual assault with no indictments, an assessment of community trends, and the written protocols for the Sexual Assault Response Team.

ATTENDANCE

The following agencies are representatives on the Sexual Assault Response Team for Brazos County, asterisks indicate required agencies per SB476 Sec. 351.252.

- The Sexual Assault Resource Center*
- Baylor Scott & White Hospital Forensic Nurses- College Station*
- CHI St. Joseph's Hospital
- Brazos County District Attorney's Office*
- Bryan Police Department
- College Station Police Department*
- Brazos County Sheriff's Office*
- TAMU Police Department
- Blinn-Bryan Police Department
- Texas DPS
- MHMR Brazos Valley*

Although the minimum requirement for meetings per SB476 Sec. 351.254 is meeting at least quarterly per year, the Brazos County Sexual Assault Response Team meets monthly. Due to formalization and timing of SB476, meetings of the SARTs and attendance data formally began in January of 2022, meetings prior may have not had attendance data recorded.

The following percentages reflect quarterly attendance requirements for each agency and which members attend from each agency, per fiscal year:

October 2023- September 2024:

- Sexual Assault Resource Center- 100%
    - Lindsey LeBlanc, Caroline Adams, Alicia Rice, Debbie Okrina
- Brazos County Sheriff's Office- 75%
    - Star Lampkin, Paul Martinez, David Grissom, Trey Oldham

- Bryan Police Department- 100%
    - Stephen Fry, Stephen Davis, Daniel Amaya, Gregory Blankenship
- Brazos County District Attorney's Office- 100%
    - Jessica Escue, Melissa Carter, Brian Baker
- Texas A&M University Police Department- 100%
    - Todd Tumlinson, Jessica Laney, Jennifer Enloe
- College Station Police Department- 75%
    - Annalee Hugo, Mariah Hayden
- Blinn University- Bryan Campus Police Department- 0%
    - Max Cox
- Baylor Scott & White Hospital- Forensic Nurses- 100%
    - Niki Johnson, Crystal Conner
- MHMR Authority of the Brazos Valley- 75%
    - Karlee Anderson
- CHI St. Joseph's Hospital- 75%
    - Lisa Paramo
- Texas DPS- 25%
    - Eric Walters

October 2024- September 2025:

- Sexual Assault Resource Center- 100%
    - Kim Dimmett, Alicia Rice, Debbie Okrina
- Brazos County Sheriff's Office- 100%
    - Star Lampkin, Paul Martinez, David Grissom, Trey Oldham
- Bryan Police Department- 100%
    - Chad Hanks, Stephen Davis, Daniel Amaya, Gregory Blankeship
- Brazos County District Attorney's Office- 100%
    - Jessica Escue, Melissa Carter, Tiffany Larsen
- Texas A&M University Police Department- 100%
    - Todd Tumlinson, Jessica Laney, Jennifer Enloe
- College Station Police Department- 100%
    - Annalee Hugo, Sarah Clamp
- Blinn University- Bryan Campus Police Department- 0%
    - Max Cox
- Baylor Scott & White Hospital- Forensic Nurses- 100%
    - Niki Johnson, Crystal Conner
- MHMR Authority of the Brazos Valley- 75%
    - Karlee Anderson
- CHI St. Joseph's Hospital- 75%
    - Lisa Paramo
- Texas DPS- 0%
    - Eric Walters

REPORT DATA

District Attorney's Office Report Information:

	Number of Indictments Presented in Connection with a Report October 2023-September 2024	Disposition of Cases Indicted October 2023-September 2024	Number of Indictments Presented in Connection with a Report October 2024-September 2025	Disposition of Cases Indicted October 2024-September 2025	Number of Reports for Sexual Assault in Which No Indictment was Presented October 2023-September 2024	Number of Reports for Sexual Assault in Which No Indictment was Presented October 2024-September 2025
Brazos County District Attorney's Office	Data pending	Data pending	Data pending	Data pending	Data pending	Data pending

Dispositions of cases are not necessarily connected with the number of indictments presented during the indicated yearly time-period as cases are taking several years to go through the court system in Brazos County. The indictments and dispositions of cases may have been from reports made prior to the October 2023-September 2025 time frame.

Law Enforcement Agencies Report Information:

	Number of Sexual Assault Reports Received from October 2023-September 2024	Number of Investigations Conducted October 2023-September 2024	Number of Sexual Assault Reports Received from October 2024-September 2025	Number of Investigations Conducted October 2024-September 2025
College Station Police Department	97	85	103	77
Bryan Police Department	47	47	36	36
Texas A&M University Police Department	24	8	41	5
Brazos County Sheriff's Office	32	32	33	33

COMMUNITY TRENDS

The Brazos County Sexual Assault Response Team has noted an increase of survivors that have reported being possible drugged, though DFSA kits received have not shown a presence of any known/tested for drug in these cases. There has also been a note of a trend in survivors meeting alleged offenders in the Northgate bar district, however, there has not been a consistent bar in the area that has been mentioned. Some of these cases from the Northgate area also tie into the potential DFSA cases, but there is no affirmative link to any evidence.

CASE REVIEW

Case review could not be provided in this report due to lack of consent from survivors. Survivors stated while they felt comfortable with case review in SART meetings, they were uncomfortable with written reports regarding their cases regardless of the protection of their identity or identifying information.

PROTOCOLS

The Legislature of the State of Texas established county adult sexual assault response teams to strengthen the collaborative response and enhance health and judicial outcomes for adult survivors of sexual assault.

The Brazos County Adult Sexual Assault Response Team (SART) is comprised of representatives of The Sexual Assault Resource Center (SARC), Brazos County District Attorney's Office, Brazos County Sheriff's Office, College Station Police Department, Bryan Police Department, Sexual Assault Nurse Examiners with Baylor Scott & White, St. Joseph's Hospital, MHMR Authority of Brazos Valley, and Texas A&M University Police Department.

Mission

The mission of the Brazos County Adult SART is to ensure a competent and informed interdisciplinary response from all agencies involved to adult victims of sexual assault.

We, the above-listed agencies, by and through our designated representatives, agree to support the stated mission of the Brazos County Adult SART.

We further agree:

To minimize the re-victimization of adult sexual assault survivors through the investigation, assessment, intervention, and prosecution processes;

To maintain a cooperative response team approach to facilitate successful outcomes in the criminal justice systems through shared fact-finding and collaborative case development;

To improve processes and work together and with our community to support adult survivors of sexual assault; and

That all State and Federal confidentiality laws will be followed in connection with this agreement.

This is a document that shall be reviewed and modified as deemed necessary by the SART to ensure compliance with all state and federal laws, as well as recognized best practices within the field. At minimum, this document will be reviewed bi-annually and updated for the Brazos County Commissioner's Court.

Vision

Brazos County Adult SART is committed to improving the treatment of adult sexual assault survivors with respect and compassion through trauma informed practices, including supporting each other to increase knowledge and resiliency as responders, and to promote the apprehension and prosecution of perpetrators.

Goals

The goals of the Brazos County Adult SART are the following:

- Minimize trauma for adult survivors of sexual assault;
- Hold sexual assault offenders accountable; and
- Provide advocacy and support to survivors of sexual assault.

Values

SURVIVOR-CENTERED APPROACH

This approach is defined as the systematic focus on the needs of the survivor and accounts for the survivor's history, experience, and perspective, as well as the impact of the criminal justice process on them and their family and community. In a survivor-centered approach, the survivor's safety and well-being take priority in all matters and procedures.

TRAUMA-INFORMED APPROACH

An understanding of trauma and its effects, as well as the principles of being trauma-informed, are key for service providers and criminal justice system professionals. We must understand trauma and its manifestations and approach interactions through a trauma-informed lens. Trauma-informed approach is a strengths-based framework that is responsive to the impact of trauma, emphasizing physical, psychological, and emotional safety for both Adult SART responders and survivors; and creates opportunities for survivors to rebuild a sense of control and empowerment. This approach also contributes to the reduction of blaming the survivor. Blaming refers to attitudes or beliefs that hold survivors partially or completely responsible for being sexually assaulted. Blaming typically utilizes the argument that if the survivor had not made a particular choice, engaged in a particular activity, or acted in a particular way, this person would not have been assaulted. Survivors usually engage in this type of

second guessing and hearing any variation of this theme from others adds to the trauma already being experienced.

RELATIONSHIP BUILDING BETWEEN AGENCIES

The relationships that we build with each other as members of the Adult SART are essential to achieve positive outcomes in sexual assault cases. Collaborative response provides a systematic response that allows survivors to feel supported, informed and involved. It is essential that this team make time to build and strengthen relationships and address issues that arise through a multi-disciplinary approach of its members, with the best interest of survivors in mind.

Agency Commitments

Brazos County District Attorney's Office

The role of the Brazos County District Attorney's Office (DA's office) is to file appropriate criminal charges and to seek justice.

The Brazos County DA's office has a staffing team that reviews all sexual assault cases prior to grand jury. This team is made up of our first assistant ADA, Chief ADA of the Sexual Assault and Family Violence Unit, a victim assistance coordinator, an investigator, and ADA's representing each criminal District Court. These are the prosecutors who handle all indicted sexual assault cases once they are assigned to a court.

The sexual assault staffing team is involved in all charging decisions. The team is coordinated by our victim assistance coordinator, and the VAC facilitates all communication with the detectives working the cases from LE as well as the victims. Once a case is staffed, the VAC will reach out and meet with the victim. All victims are contacted, and the VAC and prosecutor meet with them after indictment. The case process is explained and all questions are answered.

All members of our staffing team receive yearly training on sexual assault and family violence and they are the prosecutors who present these cases directly to the grand jury so that training can be used with all education of grand jurors on the dynamics of sexual assault. All evidence is reviewed before a charging decision is made. Often the team requests further investigation from the detective before a final charging decision is made. We use a sexual assault checklist to assist the LE detectives on what investigation is necessary to a complete presentation of a potential case. All charging decisions are approved by our first assistant ADA and/or the Chief ADA of the sexual assault and family violence division.

Prosecutors receive regular training in their field in order to properly present a case to a jury. This would include all aspects of a sexual assault case including lab reports and/or DNA information related to the case.

We have the ability to assist a victim with transportation to/from court for trial/hearings. We also can help the victim with interpretation services if they need that as well.

The DA's Office commits to:

- Ensure survivors are provided case information though out the process in a timely manner. The detective is their main point of contact until the case is reviewed by our staffing team. Once the case is presented to the grand jury, the victim assistance coordinator provides all communication to the survivor. They are notified by mail, email and/or telephone. Our office proactively contacts survivors of anything happening on the case.
- Ensure referrals are made to local sexual assault resource centers, counseling agencies, case management and safety planning, crime victim compensation program. Anything the survivor requests, our victim assistance division works with them to provide assistance or help them find who can provide assistance related to the criminal case and offense.
- Participate in SART monthly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

Brazos County Sheriff's Office

The role of Brazos County Sheriff's Office is to investigate reports of sexual assault in their jurisdiction. The decisions concerning the arrest of a perpetrator shall be based upon law and current department policy.

Brazos County Sheriff's Office commits to:

- Participate in SART monthly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

Brazos County Sheriff's Office will follow sexual assault procedures outlined by the department as follows:

Responding Deputy Protocol:

1. Ensure that the immediate safety and security of the victim is met. Facilitate medical care if any level of injuries is noted or suspected.
2. Determine any special needs of victim, if any. E.g., is there a language barrier, does your victim have children that need care, or is there a disability that your victim may have that needs to be addressed?
3. Determine if the suspect is still present in your crime scene or with your victim. If not, obtain a description and/or identify the suspect through your victim or witnesses.
4. Locate and identify all witnesses.

5. Conduct a brief, preliminary interview of the victim in an appropriate private area to determine if and what crime(s) may have occurred and where any evidence may be located at. Provide victim with a case number corresponding to incident report.
6. Notify Criminal Investigation Division of the details of the sexual assault.
7. At the crime scene(s), secure all physical evidence that would normally be taken and the scene(s) of a crime; including, but not limited to, fingerprints, trace evidence, bedding material, photographs of the scene(s), the victim's clothing, and any evidence that may be immediately collected from the victim's person. If the victim changed clothing since the time of the assault, ask for any clothing that was worn at the time of the assault.
8. Explain to the victim the importance of preserving evidence which may be present on clothing worn during the assault and on bedding or other items and/or materials at the scene.
9. If the sexual assault occurred less than 120 hours prior:
10. Inform the victim of the importance of seeking an immediate medical/forensic examination (A specially trained health care provider should be utilized if available); advise the victim that he/she is not responsible for the cost of the forensic portion of the examination (CCP Art. 56.06).
11. Should the victim choose to seek medical treatment and/or undergo a medical/forensic examination, the deputy should:
12. Notify the appropriate facility that a sexual assault victim is coming to the medical facility for a medical/forensic examination.
13. Ensure that the victim has transportation to and from the appropriate facility.
14. Recommend that the victim bring a change of clothing to the forensic examination site if the victim's clothing is collected for evidentiary purposes.
15. Ensure that the Sexual Assault Resource Center is notified so that an advocate may be dispatched.
16. Attempt to facilitate with the appropriate facility a private waiting area for the sexual assault victim if one is not designated already.
17. The deputy should promote cooperative interaction between multidisciplinary team members to achieve best outcome for victim.
18. The deputy should take all measures to ensure the chain of custody for the sexual assault kit.
19. The deputy should be cognizant of signs and/or statements that imply a drug facilitated sexual assault. In the event of a suspected drug facilitated sexual assault, ensure that urine and blood samples are obtained and preserved.
20. Advise the victim of his/her rights as a crime victim (CCP Art 56.02), and the availability of and contact information for support services (sexual assault advocacy programs, Crime Victim Liaison, Crime Victim's Compensation, etc.). Provide the victim with (and review) the appropriate "Victim Information Brochure" (CCP 56.07).
21. Inform the victim of his/her right to choose a pseudonym (CCP 57.02) and assist the victim in completing the pseudonym form.

22. Obtain all information necessary to complete the initial offense report. This would include the preliminary interviews of all witnesses (including the victim and outcry witness(es)). The report should include primary and alternate phone numbers and physical addresses for follow-up victim contact. The elements of the offense(s) should be described in the initial report.
23. Explain each step of the investigation and what the victim should expect, especially the need to ask personal, detailed information relative to the assault.

Explicit details of the sexual assault are not normally needed for the initial report but the initial report should include all of the elements of the offense being reported.

A preliminary victim interview by the responding deputy is necessary to permit the deputy to relay accurate information that may be vital in the identification and subsequent arrest of the suspect(s). Services from the Victim's Assistance Division of the Brazos County Sheriff's Office can be offered to the victim at any point during deputy's initial report or during the follow investigation by the Criminal Investigation Division. This process should not delay emergency medical treatment of the victim.

Protocol for Investigator:

1. Review initial report by responding deputy.
2. Contact the victim; provide any support or resources they may need.
3. Interview the victim in an appropriate private setting and verify the information contained in the initial deputy's report.
4. Interview all witnesses.
5. Have physical evidence submitted to laboratory for appropriate testing.
6. Have a working knowledge of forensic and/or laboratory reports.
7. Respond to crime scene and obtain appropriate photographs, and physical evidence when appropriate.
8. If suspect is unknown, make efforts to identify suspect.
9. Conduct investigational analysis, if applicable, on the prior history of the suspect, including information available through the sex offender registry, prior incident reports involving the suspect, victim, or witnesses involved, current and/or prior Child or Adult Protective Services reports.
10. Disseminate crime intelligence to other area law enforcement agencies about the incident when appropriate.
11. Interview suspect(s), obtain arrest and or search warrants when appropriate.
12. When suspect(s) are identified and the elements of the offense exist, submit investigative report to the prosecutor's office for review and obtain arrest warrant(s).
13. Prepare and submit all case reports to the prosecutor's office.
14. Provide the victim with timely updates on the status of the investigation and the final disposition of the investigation as soon as possible.
15. Consult with the prosecutor's office, victim/witness assistance, Sexual Assault Resource Center, etc., to prepare the victim for court testimony.

16. Provide information to the victim about Victim Information & Notification Everyday (VINE).

College Station Police Department

The role of the College Station Police Department is to investigate reports of sexual assault in their jurisdiction. The decisions concerning the arrest of a perpetrator shall be based upon law and current department policy.

College Station Police Department commits to:

- Participate in SART monthly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

College Station Police Department will follow sexual assault procedures outlined by the department as follows:

1. Patrol response to sexual offenses
    a. After a patrol unit has arrived at the scene, a determination should be made about whether CID should be notified, and a detective sent to the scene.
        i. If the reported sexual offense occurred at a prior date and time, the on duty supervisor may elect not to notify CID. He should consider how much time has passed since the assault occurred, the possibility of obtaining evidence, etc., before deciding if a detective response if necessary.
        ii. The officer shall still advise the victim of all the options available to them, such as CSPD Victim Services, the Sexual Assault Resource Center, and the option to participate in the pseudonym program.
    b. If able, Communications shall advise the victim not to bathe, change clothes, or disturb the crime scene.
    c. The responding patrol officer shall advise the victim as in b. above, obtain suspect information and broadcast if appropriate, and complete an offense report. Questions directly related to the sexual offense itself shall be left to the detective assigned to the scene, if a detective is called out
    d. The victim shall be encouraged to report to an emergency room to complete a sexual assault exam and kit.
        i. If the victim refuses to go to a hospital, they shall be advised of the availability of an advocate with the Sexual Assault Resource Center.
        ii. If the victim wishes to speak with an advocate, the center shall be contacted by the hospital or by communications.

iii. If the victim will be provided with a Victim Services and Assistance form that includes the phone number for the Sexual Assault Resource Center and information pertinent to their police report.

e. Before the officer begins to take a formal statement from the victim, the officer will offer the option for an advocate with the sexual assault resource center to be present.
    i. If the victim wishes to have an advocate present, the center will be contacted and will dispatch an advocate to the scene.
    ii. If an advocate with the Sexual Assault Resource Center is unavailable at the time of the interview and the victim wishes to have an advocate present, the CSPD Victim Services Coordinator may act as an advocate.

2. Pseudonym Program
    a. Victims of sexual offenses have the option to participate in a pseudonym program whereby the victim can choose a set of initials or a fictitious name to designate the victim in all public files and records concerning the offense, including the police report, press releases and records of judicial proceedings. The request is made by the victim on a department form which is maintained in the records division separate from the original report.
        i. If the victim is unsure whether or not they wish to participate in the program, the officer shall complete an offense report on a sexual offense in the normal fashion, using the correct name, address, and telephone number of the victim.
            1. The officer shall then give the victim a pseudonym form.
            2. The victim shall be advised that if they wish to participate in the program they should complete the form and bring it to the records division of the department.
            3. If the victim completes and returns the form the records section shall:
                a. Remove the victim's name and substitute the pseudonym for the name on the reports, files, and records in the agency's possession.
                b. Notify the attorney for the state of the pseudonym and that the victim has elected to be designated by the pseudonym.
                c. Maintain the pseudonym form in a manner that protects the confidentiality of the information contained on the form.
3. Criminal Investigations Division response to sexual offenses
4. The following procedures do not direct investigative functions in each specific crime area, but rather addresses those elements common to every investigation, whether conducted by uniformed officers or officers assigned to an investigative component of the department. The investigative procedures

used will vary from case to case, depending on circumstance. However, certain basic procedures apply to all cases and if followed will help ensure a systematic and complete investigation. The basic steps in conducting a follow-up investigation are as follows:

a. Information Development
b. Read and analyze all reports prepared in the preliminary investigation, department records, and results from lab examinations. If statements were made or taken, review these for completeness
c. Review departmental and other records available on the victim, witnesses, or suspects. If available, review previous reports involving these persons. Check intelligence files for information on persons or vehicles. Check with other surrounding law enforcement agencies on suspect information.
d. Seek additional information from informants, associates or officers from this department or other agencies who may have knowledge of the case or suspects being investigated.
e. Seek information or evidence that will help identify and apprehend suspects
f. Contact Complainant
    i. Employees, volunteers and interns assigned cases for follow-up investigation shall contact the complainant and notify them of such within 10 days of assignment.
    ii. Contact with the complainant should be made as often as necessary to develop new information and keep the complainant informed of the status and progress of the investigation.
    iii. Complainants shall be contacted and advised of the final status of their case.
g. Conduct Interviews
    i. All employees shall exercise caution to ensure that the constitutional rights of all persons arrested, detained, or interviewed will be protected. Supervisors shall remain current regarding this area and are responsible for keeping their subordinates updated on current requirements
    ii. Conduct interviews with the victim and witnesses to determine if reported information is correct and if any other information is available.
        1. The detective will offer to contact an advocate with the Sexual Assault Resource Center before conducting an interview with the victim.
    iii. Obtain a thorough knowledge of what occurred and what evidence was obtained prior to interviewing the suspect(s).
    iv. Interview the suspect(s).

5. Victim Services

6. It is the policy of the College Station Police Department to treat victims and witnesses of crimes with fairness, compassion, and dignity, to provide them with information on the rights of crime victims and the assistance available to them through the College Station Police Department, the State of Texas, and other local agencies. This agency is also committed to the development, implementation, and continuation of appropriate victim and witness services, programs, and activities. The victim services program will:
    a. Follow up
        i. Based on the facts of each case, the Advocate will determine if follow-up contact regarding Victim/Witness Assistance is needed. If this is so, the Victim Services Coordinator will initiate or direct the initiation of that contact.
        ii. The Victim Services Coordinator should explain to victims and witnesses their role in the prosecution of their cases.
        iii. The Advocate and detectives will work together to keep the further hardship of the victim and witnesses at a minimum.
            1. Scheduling of line-ups, interviews, testing, and other appearances should be scheduled with the convenience of the victim or witness in mind.
            2. If necessary and feasible, transportation to appearances related to the
7. investigation should be provided.
    a. Property of the victim or witness taken as evidence should be returned as quickly as possible without interfering in the prosecution of the case.
    b. Informing the victim of case status updates in a timely manner
    c. Specific Services
        i. The department recognizes that citizens have the freedom of choice regarding services offered by the program. The citizen has the right to accept or refuse any portion of the assistance and persons involved should respect their decision.
        ii. Services available to victims include, but are not limited to, crisis counseling, death notification assistance, and referrals for counseling services. Additional areas of service include crime scene clean-up information, referral to other community services, preparing the victim for participation in the criminal justice system, and location of emergency needs such as food, clothing and shelter.
        iii. The criminal justice system can be difficult to navigate through and hard to understand. The Victim Services Coordinator should provide citizens with information regarding their case and explain the criminal justice process as it applies specifically to them. The Victim Services Coordinator should be available for citizens that need help beyond the assistance offered by other departmental employees.

iv. Educational programs on topics such as victim advocacy and awareness of crimes can be offered by the Victim Services Coordinator to the general public and the department. The Victim Services Coordinator should practice within the boundaries of his or her competence and provide only those services for which they are qualified by training, education, or experience.
v. The Victim Services Coordinator should maintain an office atmosphere that is conducive for families to meet in confidentiality. The office should have adequate room for several people to comfortably convene when dealing with a problem or emergency.

Bryan Police Department

The role of the Bryan Police Department is to investigate reports of sexual assault in their jurisdiction. The decisions concerning the arrest of a perpetrator shall be based upon law and current department policy.

The Bryan Police Department commits to the following:

- Participate in SART monthly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

Bryan Police Department will follow sexual assault procedures outlined by the department as follows:

- The patrol officer will typically take the initial report.
- The victim is informed of their right to have an advocate present, their right to have a pseudonym used in place of their name, their right to a SANE exam if the crime occurred within 120 hours, and are provided a packet with information for crime victim's services. All relevant information the victim, witnesses, or reporting persons are willing to share is documented in a report and also captured on body camera.
- A detective is contacted immediately if there is a crime scene or other evidence which needs to be gathered other than the SANE exam. Otherwise, a report is taken and it is given to a detective the following business day for investigation.
- Bryan Police Department's VAC will be involved in sexual assault cases.
- If the victim is able to speak about the crime when the report is taken, then a patrol officer will conduct a basic interview at the time the report is made. If not, a detective will follow up at a later time by contacting the victim to schedule an interview. In all cases, a detective will conduct an in-depth interview with the victim if the victim is willing to speak to the detective.
- BPD will ensure that the victim understands they have the right to have a sexual assault advocate present during the interview and will coordinate with SARC to ensure that a victim has an advocate if they choose.

- Evidence collection: Any relevant items which could include DNA, SANE kit when done, victim's and suspect's DNA when available. Any other items which are relevant to the investigation, such as weapons, phones, etc. Either a patrol officer, a crime scene investigator, or a detective is responsible for gathering the evidence.
- The detective assigned the case will submit a lab submission form to the property and evidence clerk. The property and evidence clerk will then submit the evidence to the lab.
- Investigators are trained in how to read and interpret forensic exam reports and results.
- The victim will be given information on victim's rights including the Crime Victim's Compensation Act and a Victim Resource form including area law enforcement and social service resources.
- The main point of contact in the police department will be the detective assigned to the case.

Baylor Scott & White Medical Center - College Station

Forensic Nurse Examiner Response

The role of the Adult/Adolescent sexual assault forensic nurse examiner includes ensuring medical treatment and conducting medical forensic examinations for patients who report sexual assault.

The health and welfare of the patient is the primary concern, and emergent or urgent medical needs take priority over forensic assessment and evidence collection.

Baylor Scott & White Medical Center commits to

- Participate in SART monthly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

SAFE Examination Site

Given the high risks carried by these specific cases (potential high-risk medical and mental health needs), it is advised that these patients receive a medical evaluation. It is recommended that these assessments be primarily conducted at Baylor Scott & White Medical Center – College Station as this is the designated SAFE-ready facility in the community, where FNEs are available 24/7.

- Upon arrival to the hospital emergency department, the patient will be triaged and will receive medical care for any identified emergent or serious medical conditions. The FNE will be called out during the initial triage.
- The Sexual Assault Resource Center (SARC) will be called to dispatch an advocate for medical accompaniment.

The FNE will perform a medical assessment/SAFE that includes:

- Medical history including, but not limited to:
- past medical history, medications, allergies
- history of presenting complaints
- psycho-social evaluation, including query of substance use/abuse and suicidal or homicidal thoughts
    - Detailed head to toe assessment with photo-documentation as indicated
    - Detailed ano-genital assessment with photo-documentation as indicated
    - Laboratory testing including, but not limited to, sexually transmitted infection (STI) testing and pregnancy testing
    - Assessment of unmet healthcare needs
    - Photo-documentation of injuries (i.e. injuries, self-mutilation, tattoos, scarring, branding, etc.)
    - Collection of forensic evidence if the patient presents within 120 hours of the last sexual contact
    - Administration of appropriate medications to treat or prevent STIs and/or pregnancy
    - Options for follow-up care will be provided prior to discharge.

The purpose and mission of the medical assessment, as in all other cases of suspected sexual abuse/assault, is to ensure and safeguard the health and welfare of the patient. The urgent and emergent medical needs of the patient override forensic assessments and pursuit. The medical evaluation is conducted in a respectful, nonjudgmental manner by all medical personnel with the intent of giving dignity and power back to the patient. The patient has the ability to consent or decline any aspect of the medical assessment.

Any determination the patient is at risk of harm to themselves or others will result in further evaluation and/or treatment in the emergency department by mental health professionals. The need for transfer to a mental health facility will be made by the emergency department physician in conjunction with mental health professionals.

The FNE will follow all requirements for mandatory reporting.

FNEs will collect and maintain any evidence discovered in the course of providing the medical assessment and submit such evidence to the proper law enforcement agency as applicable. Baylor Scott & White shall maintain complete and accurate records of all care, treatment, and examination of the patient and shall prepare and release such reports as required by Baylor Scott & White policy.

Sexual assault cases involve multiple disciplines to ensure the continued safety and welfare of these imperiled patients. FNEs are an important part of a coordinated MDT and will be active participants in meetings that will take place for continuity of care.

St. Joseph's Hospital- Bryan and College Station

Applicable to:

St. Joseph Health – College Station

St. Joseph Health – Regional

St. Joseph Health – Madisonville

St. Joseph Health – Burleson

St. Joseph Health - Grimes

Department(s): Emergency Departments

POLICY

St. Joseph Hospital will provide compassionate and understanding medical care and forensic services for sexual assault cases. These policies and procedures will follow the recommendations of the Texas Department of State Health Services, and the Texas Evidence Collection Protocol manual from the Texas A&M Center of Excellence in Forensic Nursing. This policy is also in compliance with the current edition of the Ethical and Religious Directives for Catholic Health Care Services.

Sexual assault is a trauma, regardless of the presence of physical injuries. Healthcare providers can reduce the risk of further trauma by providing trauma informed care that recognizes the patient has recently experienced neurobiological trauma. Emergent medical conditions are treated before addressing forensic issues such as evidence collection. Non-fatal strangulation is a life-threatening event that requires specialized assessment and close patient monitoring.

Patients guide the assessment process and have the right to decline any part, or all, of the examination and evidence collection.

Offering access to a sexual assault advocate during the forensic medical assessment is mandated by Texas law. To prevent role confusion, this advocate is distinct and separate from health care, law enforcement and judicial personnel and can be present during the forensic medical assessment.

Patients have the right to have a sexual assault forensic medical assessment. Preauthorization by law enforcement is not required. Patients have the right to decline any part of the assessment even after they have signed informed consent and authorization forms. The sexual assault evidence collection kit (SAEK) does not have to be used for a sexual assault examination to occur. SAEKs should be used only when indicated. There are essential questions about the traumatic event the health care professional must ask to properly treat injuries and prevent further adverse health outcomes:

- Best practice is to start with less stress provoking general health information and explain the rationale for questions asked.

- Prior to obtaining the history of the incident (s), inform the patient that it is necessary to know what occurred in order to provide the best treatment options.
- Adult survivors of sexual assault have the option of reporting or not reporting the offense to law enforcement.
- Reporting includes:
    - Reporting the incident to law enforcement in the jurisdiction in which the sexual assault occurred,
- Patient has access to all support services, including:
    - Health care treatment,
    - Sexual assault forensic evidence collection
    - Access to a sexual assault advocate, and
    - Ability to track sexual assault evident through various stages of criminal justice process
- If the offense is reported to law enforcement, the medical provider or facility may be eligible for reimbursement of the forensic component through Crime Victims' Compensation.
- Non-reporting includes:
- Does not include reporting the incident to law enforcement
- The sexual assault evidence will not be processed unless the patient (up to five years after the incident, or as mandated) reports the crime to law enforcement
- Patient has access to all support services, including
    - Health care treatment
    - Sexual assault forensic evidence collection
    - Access to a sexual assault advocate, and
    - Ability to track sexual assault evidence through stages of criminal justice process
- If the assault is not reported to law enforcement, responsibility for payment of the medical component of the assessment and examination may rest on the patients, and they are eligible for reimbursement through Crime Victims' compensation. The cost of the forensic component, including evidence collection, is billed to Department of Public Service (DPS)
- Texas DPS will store sexual assault evidence in cases where there is no law enforcement notification
- Instructions for submitting non-report sexual assault evidence collection kit are:
    - Packaged in a box that is completely sealed with heavy tape. The seal shall be initialed such that part of the initials is on the box and part on the tape. The box must be able to withstand standard shipping. Contents may include:
        - A patient reference sample in the form of a dried buccal swab in its own packaging

- Sealed paper bags containing survivor's clothing (should be limited to underwear unless there is compelling reason to believe that any other items contain biological evidence from the suspect)
- No liquid blood or urine samples shall be included.
- Do not include the patient's name on the external non-reports SAEK. Use unique identifier such as the medical record number.

- Once evidence is collected and appropriately sealed is shipped overnight per DPS protocol to:
    - Texas DPS Bio-warehouse, 12230 West Rd./ Building C; Houston, TX 77065

Mandatory reporting is required for suspected abuse of children, the elderly, or a person with a disability, regardless of the wishes of the patients, their families, or friends. Follow the Texas Family code statutes for consent to treatment.

Medical forensic exams are conducted if the assault occurred less than 120 hours.

All sexual assault survivors will be informed of the local community-wide designated facility.

The survivor is told of the SANE nurse availability at the community facility. If the survivor wishes, he/she may be transferred to the facility, once medically cleared by a provider at the facility the assault survivor presented to initially. The patient may also elect to stay at St. Joseph Hospital for forensic evidence collection. It is the survivor's right to refuse transfer to another facility.

PROCEDURE:

1. The sexual assault survivor will be triaged as a minimum of a Level II. The Level may be increased according to condition of the survivor; The survivor will be registered as a confidential patient.
2. Escort the patient and family, caregiver, or support person to a private waiting area:
    a) Elicit information as privately as possible
    b) Instruct the patient to not use restroom, wash, change clothes, smoke, eat or drink until evaluated by the forensic health care professional. If patients must use restroom, collect the urine, and advise that they do not wipe genitalia until after evidence has been collected.
    c) Consider collecting urine if drug/substance-facilitated sexual assault is suspected.
    d) Maintain chain of custody of specimens
3. Notify the Sexual Assault Resource Center for all adult sexual assault cases upon arrival and/or Scotty's house for all pediatric sexual assaults;
4. Receive permission from the adult survivor to report the assault to the police; notify the law enforcement agency in the jurisdiction in which the assault took

place. If it surpasses many counties, contact the local law enforcement cases to assist in the investigation;

5. The police, if on site, will interview the survivor and determine the need for an evidence collection exam, if able, obtain the case number from the police; if law enforcement request an exam, complete the law enforcement request form
    a) This form is a request and does not determine whether or not criminal mischief has occurred
    b) If police refuse an exam, the form must be completed
    c) A copy of the form will remain with the provider, one given to the law enforcement agency, and one to the survivor
6. The survivor will be informed of our mission and options for emergency contraception. Plan B or other products of like kind are not offered within our healthcare system.
    a) According to the Ethical and Religious Directives, a female who has been sexually assaulted should be able to defend herself against a potential conception from the sexual assault. If, after appropriate testing, there is no evidence that conception has occurred already, she may be treated with medications that would prevent ovulation, sperm capacitation, or fertilization. It is not permissible, however, to initiate or to recommend treatments that have as their purpose or direct effect the removal, destruction or interference with the implantation of a fertilized ovum.
7. If the survivor elects to stay, the charge nurse will delegate the evidence collection to an appropriate nurse or attempt to obtain a SANE nurse, if available, to come in (Adult Flowsheet and Pediatric Flowsheet as applicable);
8. The Texas Evidence Collection Protocol will be followed;
    a) Consent from the survivor must be obtained to complete the forensic exam;
    b) Consent from the survivor must be obtained prior to taking photographs
    c) If taking photographs, take a picture of the patient labels before any exam photos are taken and at the completion of the photos to indicate a beginning and end and identification
    d) Be considerate of patient privacy
    e) Use a standard or ruler for size reference in photographs, in addition to those photographs that identify patients and anatomical locations being photographed
        i) Take at least three shots at different distances from the body:
            i. Take an overview image of the injury's location, including anatomical landmarks for orientation of the injury
            ii. Take medium-range photographs of each injury, providing a wide enough view to identify the specific anatomical site being photographed
            iii. Take close-up images of injuries, with and without the standard. The goal of the close-up images should be to capture subtleties in texture and color and any pattern injuries that may be observed.

iv. These are recommendations, not all patients will tolerate or consent to the above process

9. The patient, if willing, will receive;
    a) prophylactic treatment for sexually transmitted infections; The RN will administer
        i. Rocephin (ceftriaxone) 250 mg IM x one dose, and;
        ii. Azithromycin 1gm PO x 1 dose (please provide food to the survivor prior to the administration of this medication as it can cause gastric irritation)
        iii. Metronidazole 2g orally (contraindicated if alcohol consumption – consider a prescription)
    b) Pregnancy prophylaxis:
    c) Emergency contraception, "the morning after pill" may be taken within five days (120 hours) after sexual assault to reduce the risk of pregnancy. This is not offered at our healthcare system. The patient may purchase over the counter.
        i. Catholic patients have the right to protect themselves from an unwanted pregnancy related to sexual assault.
    d) HIV Non-occupational post-exposure prophylaxis (nPEP)
        i. Providers should offer prophylactic treatment to reduce the risk of seroconversion as appropriate within 72 hours of contact
10. The patient will receive discharge instructions that will include:
    a) Public Health Department referral for HIV testing;
    b) Physician referral, if indicated; and
    c) Sexual Assault Resource Center for follow-up counseling
    d) Information for Sexual Assault Survivors
11. Medical record management:
    a) All kits must be locked up in a private area.
    b) Do NOT scan the forensic exam documents into the Electronic medical record.
    c) Turn them into the manager or designee for secured storage.
12. For reports, the law enforcement agency will pick up the kit and together with hospital personnel complete the chain of custody documentation.

Texas A&M University Police Department

The role of the Texas A&M University Police Department is to investigate reports of sexual assault in their jurisdiction. The decisions concerning the arrest of a perpetrator shall be based upon law and current department policy.

Texas A&M University Police Department commits to:

- Participate in SART monthly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

Texas A&M University Police Department will follow sexual assault procedures outlined by the department as follows:

1. Patrol response to sexual offense incidents
    a. Detective Callout.
        i. After a patrol unit has arrived at the scene, a determination should be made about whether CID should be notified, and a detective sent to the scene. If a detective is contacted, they will take over the scene and investigate it.
        ii. If the reported sexual offense occurred at a prior date and time, the on-duty supervisor may elect not to notify CID. They should consider how much time has passed since the assault occurred, the possibility of obtaining evidence, etc., before deciding not to call a detective.
        iii. Once assigned to a detective they will conduct a thorough investigation with collecting evidence and follow up with interviews.
    b. The officer shall still advise the victim of all the options available to them, such as: Victim Advocate Services, Sexual Assault Resource Center advocate help, and participation in the pseudonym program.
    c. If able, Communications shall advise the victim not to bathe, change clothes, or disturb the crime scene.
    d. The responding patrol officer shall:
        i. Advise the victim not to bathe, change clothes, or disturb the crime scene.
        ii. Obtain suspect information and broadcast if appropriate.
        iii. Complete an offense report.
        iv. Questions directly related to the sexual offense itself shall be left to the detective assigned to the scene, if a detective is called out.
    e. The victim shall be encouraged to report to a hospital emergency room for an examination by a SANE nurse. The officer should inform the victim which hospital is appropriate for the examination.
        i. If the victim refuses to go to a hospital, they shall be advised of the availability of a Sexual Assault Resource Center advocate.
        ii. If the victim does not wish to speak with an advocate, they shall be given the telephone number of the Sexual Assault Resource Center.
    f. Upon a request of the victim or at the direction of the investigating officer or supervisor, Communications shall contact the Brazos Sexual Assault Resource Center hot line (number available in Communications) and advise the hot line advocate to send an escort advocate to the emergency room where the victim is being taken. C.I.R.T. should also be notified, being mindful of the Pseudonym Program when releasing identifying information. If the victim has contacted the department too late for a rape kit to be performed, the victim shall be advised of the Sexual Assault Resource Center's services and hot line number.
    g. When the victim is stable, the responding officer should only obtain the basic details required for the report. CID will obtain a formal statement from the victim when appropriate. Victims under 18 YOA shall be interviewed at Scotty’s House. If the victim requests, the statement shall be taken in the presence of the staff.

h. The detective investigating the case shall inform the victim when an arrest is made. The investigating detective shall keep the victim informed about the status of the case on a regular basis.

2. Pseudonym Program:
   a. Victims of sexual offenses (eligible for sex offender registration – CCP Chapter 62), stalking, family violence, or human trafficking, have the option to participate in a pseudonym program. The pseudonym will replace the victim's name in all public files and records concerning the offense, including police records, press releases, and records of judicial proceedings. The request is made by the victim on a form approved by the Department. Pseudonym forms shall be maintained in the Records Division separate from the original report.
   b. In order to prevent duplication of names, and to make information retrievable from our files, the case number will be assigned as a suffix to the pseudonym. The name will be entered using the following format:
      i. Last Name: Doe 1802001234 (space after "Doe" and no spaces or dashes in the case number)
      ii. First Name: enter "Jane" or "John" as appropriate for the gender of the victim.
   c. Address and Phone Numbers:
      i. The victim's address and phone number, as well as location of offense, will always be that of the department.
      ii. The officer shall explain the pseudonym program to the victim. If the victim indicates they wish to participate, the officer shall assist the victim in completing the form.
      iii. If the victim is unsure of whether or not they wish to participate in the program, the officer shall complete an offense report in the normal fashion, using the correct name, address, and telephone number of the victim.
      iv. The officer shall then give the victim a pseudonym form.
      v. The victim shall be advised that if they wish to participate in the program, they should complete the form and bring it to the records section of the department.
      vi. If the victim completes and returns the form the records section shall:
         (1) Remove the victim's name and substitute the pseudonym for the name on all reports, files, and records in the agency's possession.
         (2) Notify the attorney for the state of the pseudonym and that the victim has elected to be designated by the pseudonym.
         (3) Maintain the pseudonym form in a manner that protects the confidentiality of the information contained on the form.
      vii. Employees shall not make copies of a pseudonym form containing victim information

3. Victim Services

The Texas A&M University Police Department is committed to serving students, faculty, staff and citizens/visitors of this community with comprehensive victim services that go beyond the standard services required by state law, and to provide

them with information on the rights of crime victims and the assistance available to them through the Texas A&M University Police Department, the State of Texas, and other local agencies. This agency is also committed to the development, implementation, and continuation of appropriate victim and witness services, programs, and activities. The victim services program will:

a. Follow up
    i. Based on the facts of each case, the Advocate will determine if follow-up contact regarding Victim/Witness Assistance is needed. If this is so, the Victim Services Coordinator will initiate or direct the initiation of that contact.
    ii. The Victim Services Coordinator should explain to victims and witnesses their role in the prosecution of their cases.
    iii. The Advocate and detectives will work together to keep the further hardship of the victim and witnesses at a minimum.
        (1) Scheduling of line-ups, interviews, testing, and other appearances should be scheduled with the convenience of the victim or witness in mind.
        (2) If necessary and feasible, transportation to appearances related to the investigation should be provided.
    iv. Property of the victim or witness taken as evidence should be returned as quickly as possible without interfering in the prosecution of the case.
    v. Informing the victim of case status updates in a timely manner
b. Specific Services
    i. The department recognizes that citizens have the freedom of choice regarding services offered by the program. The citizen has the right to accept or refuse any portion of the assistance and persons involved should respect their decision.
    ii. Services available to victims include, but are not limited to, crisis counseling, death notification assistance, and referrals for counseling services. Additional areas of service include crime scene clean-up information, referral to other community services, preparing the victim for participation in the criminal justice system, and location of emergency needs such as food, clothing, and shelter.
    iii. The criminal justice system can be difficult to navigate through and hard to understand. The Victim Services Coordinator should provide citizens with information regarding their case and explain the criminal justice process as it applies specifically to them. The Victim Services Coordinator should be available for citizens that need help beyond the assistance offered by other departmental employees.
    iv. Educational programs on topics such as victim advocacy and awareness of crimes can be offered by the Victim Services Coordinator to the general public and the department. The Victim Services Coordinator should practice within the boundaries of his or her competence and provide only those services for which they are qualified by training, education, or experience.

i. The Victim Services Coordinator should maintain an office atmosphere that is conducive for families to meet in confidentiality. The office should have adequate room for several people to comfortably convene when dealing with a problem or emergency.

Sexual Assault Resource Center (SARC)

The role of the Sexual Assault Resource Center is to provide crisis intervention services, information, referrals, accompaniment, and support through the legal process and beyond. The sexual assault advocate will verify that the survivor has received information regarding victims' rights, options, and resources, the importance of seeking medical attention, and the value of immediate evidence collection and early police reporting. The role of the advocate is to provide services to survivors of sexual assault regardless of whether the survivor participates in the criminal justice process. All advocates dispatched by the Sexual Assault Resource Center are fully trained through the required training as outlined in the Office of the Attorney General's Sexual Assault Training Program and must meet minimum standards to act as an advocate for survivors of sexual assault.

SARC commits to:

· Participate in SART monthly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.

When working with hospitals, SARC commits to:

- Dispatch and advocate to the hospital for accompaniment within 30 minutes of the hospital calling the hotline.
- Provide information about victim's rights, CVC, community resources, SARC services, crisis intervention, and emotional support during exam with the survivor's consent.
- Be present at all aspects of the process that the survivor chooses.
- Provide the survivor a safe, neutral, and confidential avenue to explore and weigh options and support the survivor's choices and decisions.
- Maintain the confidentiality of all communications occurring solely between the advocate and the survivor.
- Provide the survivor with emergency clothing, toiletries, safety planning, information and referrals as needed.

When working with Law Enforcement, SARC commits to:

- Dispatch an advocate when requested by law enforcement or a survivor.
- Provide information and support during interviews.
- Explain next steps, available services, and resources.

- Maintain the confidentiality of all communications occurring solely between the advocate and the survivor.

When working with Prosecutors, SARC commits to:

- Dispatching an advocate when requested by prosecutor's office or the survivor.
- Provide information and support during interviews and court proceedings.
- Explain next steps, available services, and resources.
- Maintain the confidentiality of all communications occurring solely between the advocate and the survivor.

What sexual assault advocates cannot do:

- Personally provide transportation for survivors.
- Respond in person to someone's house or scene of a crime.
- Participate in gathering of evidence, fact-finding or investigating the assault.
- Conduct or assist the medical exam or interviews.
- Act as a translator or interpreter.
- Give legal advice.

Brazos Valley MHMR

The role of BV MHMR is to provide crisis assessments and case management services in the Brazos Valley. The mission of Brazos Valley MHMR is to provide the highest quality of services, which promote dignity and independence, to individuals and their families who are challenged with issues related to mental health and intellectual disabilities.

Brazos Valley MHMR commits to:

- Participate in SART monthly meetings, share appropriate information among team members, provide case updates as needed and as allowed by law, and participate in SART training activities.
- Complete crisis assessment as requested to determine need for mental and behavioral health services.

Clients are eligible for services as long as they have a priority population diagnosis and there is an ongoing need for case management. The ultimate goal is to help clients gain independence in the community and attend to their own daily needs/responsibilities.

Eligibility:

Priority Population

*Major Depressive Disorder

*Bipolar Disorder

*Schizophrenia

*Schizoaffective Disorder

For those that do not fall under priority population, referrals are provided to appropriate community resources such as Health for All, TAMU Counseling Clinic, Counseling and Assessment Clinic, BVCASA/AA/NA, etc.

Emergency services are open to anyone in crisis regardless of diagnosis. Staff on call perform crisis assessments 24 hours/7 days a week, including holidays. Assessments may be completed in jails, hospitals, or MHMR clinics with law enforcement present. We have a 24-hour crisis helpline accredited by American Association of Suicidology, 1-888-522-8262.

Accessing Services

Brazos County: Open Access is on M/W/F from 8:30 am-11:00 a.m. located at 804 S Texas Ave, Bryan Tx 77803. Ph # 979-822-6467. These are assessed on a first come/first serve basis. Bring ID, proof of income, and any insurance information.

Data Gathering and Evaluation Commitment

The SART will gather information on the prevalence of adult sexual assault by identifying the number of incidents reported to law enforcement, reports then referred for prosecution and the disposition of cases handled by the District Attorney's office. This information will assist to identify gaps that may be contributing to attrition and analyze current policies that may be negatively impacting the county-wide response to adult sexual assault. Each agency will be responsible for reporting adult sexual assault information as follows:

Law Enforcement Agencies:

- Number of sexual assault reports received
- Number of investigations conducted as a result of those reports

District Attorneys:

- Number of indictments presented in connection with a report and the disposition of those cases
- Number of reports for sexual assault in which no indictment was presented

Information gathered from reporting will be reviewed bi-annually within the SART and presented to the Brazos County Commissioner's Court in the Biennial Report to be completed by December 1st of each odd-numbered year.

All agencies will gather relevant data on community trends including drug-facilitated sexual assault, predatory date rape, and sex trafficking.

Case Reviews

The SART commits to a biennial evaluation through adult sexual assault case reviews of the effectiveness of individual agency and interagency protocols and systems.

Training Commitment

All members of the SART commit to attending at least four hours of annual cross-agency training on the dynamics of adult sexual assault for response team members participating in the quarterly meetings as required by Section 351.254(c).

Confidentiality

When information is shared among Brazos County Adult SART members and affiliates, confidentiality will be maintained as required by law. Confidentiality of victim and survivor information will be preserved, and each individual agency will be responsible to maintain confidentiality of the victims they serve.

Procedure for Addressing Conflict

Establishing true collaboration requires team members and their agencies to build relationships of trust and respect.

We recognize that at times it may feel like personal or organizational goals or values are competing. We may face limited or unclear communication. We face time constraints and more demands than our personal or organizational resources can provide. Given these stressors, it is important to acknowledge that conflict may arise and it will be necessary to address it as a team.

When conflicts arise the SART will take the following steps:

1. Identify the issue which needs to be resolved.
2. Ask each person to describe their needs in relation to the issue.
3. Brainstorm ways of problem-solving.
4. Create a concrete action plan.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM:

- Presentation by Trudy Hancock, Elections Administrator, on the Post Election Hand Count Audit for the November 2025 Special Election.

TO: Commissioners Court

DATE: 11/25/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Mail_Post_Election_Audit_Nov_20205.pdf	BBM Hand Count	Cover Memo
Early_Voting_Post_Election_Audit_Nov_2025.pdf	Early Voting Hand Count	Cover Memo
Election_Day_Post_Election_Audit_Nov_2025.pdf	Election Day Hand Count	Cover Memo

Assigned Proposition: 3

Early Voting Ballot by Mail Precincts	Proposition	Ballot by Mail Electronic Count	Ballot by Mail Hand Count (Tally Sheet Total)	Discrepancy
107	For	4	4	0
	Against	0	0	0
	Undervotes	0	0	0
	Overvotes	0	0	0
36	For	2	2	0
	Against	1	1	0
	Undervotes	1	1	0
	Overvotes	0	0	0
63	For	1	1	0
	Against	0	0	0
	Undervotes	0	0	0
	Overvotes	0	0	0

Reason for Discrepancies:

Assigned Proposition: 7

Early Voting Ballot by Mail Precincts	Proposition	Ballot by Mail Electronic Count	Ballot by Mail Hand Count (Tally Sheet Total)	Discrepancy
107	For	4	4	0
	Against	0	0	0
	Undervotes	0	0	0
	Overvotes	0	0	0
36	For	4	4	0
	Against	0	0	0
	Undervotes	0	0	0
	Overvotes	0	0	0
63	For	1	1	0
	Against	0	0	0
	Undervotes	0	0	0
	Overvotes	0	0	0

Reason for Discrepancies:

Assigned Proposition: 14

Early Voting Ballot by Mail Precincts	Proposition	Ballot by Mail Electronic Count	Ballot by Mail Hand Count (Tally Sheet Total)	Discrepancy
107	For	4	4	0
	Against	0	0	0
	Undervotes	0	0	0
	Overvotes	0	0	0
36	For	4	0	0
	Against	0	0	0
	Undervotes	0	0	0
	Overvotes	0	0	0
63	For	1	1	0
	Against	0	0	0
	Undervotes	0	0	0
	Overvotes	0	0	0

Reason for Discrepancies:

Proposition 3

Choice	Party	Absentee Voting		Total	
FOR		1	100.00%	1	100.00%
AGAINST		0	0.00%	0	0.00%
	Cast Votes:	1	100.00%	1	100.00%
	Undervotes:	0		0	
	Overvotes:	0		0	

Proposition 7

Choice	Party	Absentee Voting		Total	
FOR		1	100.00%	1	100.00%
AGAINST		0	0.00%	0	0.00%
	Cast Votes:	1	100.00%	1	100.00%
	Undervotes:	0		0	
	Overvotes:	0		0	

Proposition 14

Choice	Party	Absentee Voting		Total	
FOR		1	100.00%	1	100.00%
AGAINST		0	0.00%	0	0.00%
	Cast Votes:	1	100.00%	1	100.00%
	Undervotes:	0		0	
	Overvotes:	0		0	

*** End of report ***

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition 3	11/4/2025
Precinct Number (for EV by Mail): Mail ~~22~~ 63	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:** _____

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
For	1																				1
Against																					0
Undervotes																					0
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Eliza Gonzalez **Signature of Tallier** _____ **Date:** 11/18/25 **Page:** _____ **of** _____

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition 7	11/4/2025
Precinct Number (for EV by Mail): Mail ~~22~~ 63	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:** _____

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
for	1																				1
Against																					0
Undervotes																					0
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Eliza Gonzalez **Signature of Tallier** _____ **Date:** 11/18/25 **Page:** _____ **of** _____

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition14	11/4/2025
Precinct Number (for EV by Mail): Mail 2263	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:**

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
for	1																				1
Against																					0
Undervotes																					0
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Eliza Gonzalez **Signature of Tallier** **Date:** 11 / 18 / 25 **Page:** _____ **of** _____

107 4 of 386 registered voters = 1.04%

Proposition 3

Choice	Party	Absentee Voting		Total	
FOR		4	100.00%	4	100.00%
AGAINST		0	0.00%	0	0.00%
	Cast Votes:	4	100.00%	4	100.00%
	Undervotes:	0		0	
	Overvotes:	0		0	

Proposition 7

Choice	Party	Absentee Voting		Total	
FOR		4	100.00%	4	100.00%
AGAINST		0	0.00%	0	0.00%
	Cast Votes:	4	100.00%	4	100.00%
	Undervotes:	0		0	
	Overvotes:	0		0	

Proposition 14

Choice	Party	Absentee Voting		Total	
FOR		4	100.00%	4	100.00%
AGAINST		0	0.00%	0	0.00%
	Cast Votes:	4	100.00%	4	100.00%
	Undervotes:	0		0	
	Overvotes:	0		0	

*** End of report ***

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition 3	11/4/2025
Precinct Number (for EV by Mail): Mail 107	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:** _____

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
For	1111																				4
Against																					0
Undervotes																					0
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Sonja Olsen **Signature of Tallier** SO **Date:** 11/18/25 **Page:** _____ **of** _____

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition 7	11/4/2025
Precinct Number (for EV by Mail): Mail 107	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:** _____

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
for	1111																				4
Against																					0
Undervotes																					0
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Sonja Olsen **Signature of Tallier** Sjo **Date:** 11/8/25 **Page:** _____ **of** _____

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition 14	11/4/2025
Precinct Number (for EV by Mail): Mail 107	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:** _____

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
For	1111																				4
Against																					0
Undervotes																					0
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Sonja Olsen **Signature of Tallier** SJO **Date:** 11/18/25 **Page:** _____ **of** _____

BBM Cumulative 36

2025 Nov 4th General and Special Election

Run Time 4:29 PM

Run Date 11/07/2025

Brazos County

2025 November 4th General and Special Election

11/4/2025

Unofficial Results

Registered Voters

4 of 4371 = 0.09%

Precincts Reporting

1 of 1 = 100.00%

Proposition 3

Choice	Party	Absentee Voting		Total	
FOR		2	66.67%	2	66.67%
AGAINST		1	33.33%	1	33.33%
	Cast Votes:	3	100.00%	3	100.00%
	Undervotes:	1		1	
	Overvotes:	0		0	

Proposition 7

Choice	Party	Absentee Voting		Total	
FOR		4	100.00%	4	100.00%
AGAINST		0	0.00%	0	0.00%
	Cast Votes:	4	100.00%	4	100.00%
	Undervotes:	0		0	
	Overvotes:	0		0	

Proposition 14

Choice	Party	Absentee Voting		Total	
FOR		4	100.00%	4	100.00%
AGAINST		0	0.00%	0	0.00%
	Cast Votes:	4	100.00%	4	100.00%
	Undervotes:	0		0	
	Overvotes:	0		0	

*** End of report ***

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition 3	11/4/2025
Precinct Number (for EV by Mail): Mail ~~69~~ 36	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:** _____

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
for	11																				2
Against	1																				1
Undervotes	1																				1
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Sonja Olsen **Signature of Tallier** SJO **Date:** 11/18/25 **Page:** _____ **of** _____

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition 7	11/4/2025
Precinct Number (for EV by Mail): Mail ~~68~~ 36	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:** _____

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
For	1111																				4
Against																					0
Undervotes																					0
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Sonja Olsen **Signature of Tallier** SO **Date:** 11/18/25 **Page:** _____ **of** _____

14-15
Prescribed by Secretary of State
Secs. 65.005, 65.006, 65.008, 127.201,
Texas Election Code
10/2025

TALLY SHEET FOR POST-ELECTION HAND COUNT AUDIT
HASH COUNT

Office/Measure to be Hand Counted:	Date of Election:
Proposition 14	11/4/2025
Precinct Number (for EV by Mail): Mail ~~69~~ 36	
Polling Location (for EV In-Person and ED Voting):	

Printed Name of Caller: Eliza Gonzalez **Name of EVBB Presiding Judge:** Brandon Gaines

Printed Name of Tallier: Sonja Olsen **Signature of EVBB Presiding Judge:** _____

Printed Name of Tallier: Cindy Moncevais

Candidate/Proposition Choice	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total
for	1111																				4
Against																					0
Undervotes																					0
Overvotes																					

I hereby certify that the within and foregoing is a true and correct tally list kept by me for the above described Post-Election Hand Count Audit.

Printed Name of Tallier Sonja Olsen **Signature of Tallier** SO **Date:** 11/18/25 **Page:** _____ **of** _____

Assigned Proposition: 3

Early Voting Polling Location	Proposition	Early Voting in Person Electronic Count	Early Voting in Person Hand Count (Tally Sheet Total)	Discrepancy
Brazos County Elections Admin Office	For	1104	1104	0
	Against	533	533	0
	Undervotes	24	24	0
	Overvotes	0	0	0
College Station Utilities Meeting & Training Facility	For	2753	2753	0
	Against	1303	1303	0
	Undervotes	89	89	0
	Overvotes	0	0	0
Galilee Baptist Church	For	276	276	0
	Against	307	307	0
	Undervotes	10	10	0
	Overvotes	0	0	0

Reason for Discrepancies:

Assigned Proposition: 7

Early Voting Polling Location	Proposition	Early Voting in Person Electronic Count	Early Voting in Person Hand Count (Tally Sheet Total)	Discrepancy
Brazos County Elections Admin Office	For	1398	1398	0
	Against	230	230	0
	Undervotes	33	33	0
	Overvotes	0	0	0
College Station Utilities Meeting & Training Facility	For	3490	3490	0
	Against	527	527	0
	Undervotes	128	128	0
	Overvotes	0	0	0
Galilee Baptist Church	For	494	494	0
	Against	91	91	0
	Undervotes	8	8	0
	Overvotes	0	0	0

Reason for Discrepancies:

Assigned Proposition: 14

Early Voting Polling Location	Proposition	Early Voting in Person Electronic Count	Early Voting in Person Hand Count (Tally Sheet Total)	Discrepancy
Brazos County Elections Admin Office	For	1060	1060	0
	Against	558	558	0
	Undervotes	43	43	0
	Overvotes	0	0	0
College Station Utilities Meeting & Training Facility	For	2602	2602	0
	Against	1388	1388	0
	Undervotes	155	155	0
	Overvotes	0	0	0
Galilee Baptist Church	For	428	428	0
	Against	150	150	0
	Undervotes	15	15	0
	Overvotes	0	0	0

Reason for Discrepancies:

Proposition 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	1,104	67.44%	0	0.00%	1,104	67.44%
AGAINST		0	0.00%	533	32.56%	0	0.00%	533	32.56%
	Cast Votes:	0	0.00%	1,637	100.00%	0	0.00%	1,637	100.00%
	Undervotes:	0		24		0		24	
	Overvotes:	0		0		0		0	

Proposition 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	1,398	85.87%	0	0.00%	1,398	85.87%
AGAINST		0	0.00%	230	14.13%	0	0.00%	230	14.13%
	Cast Votes:	0	0.00%	1,628	100.00%	0	0.00%	1,628	100.00%
	Undervotes:	0		33		0		33	
	Overvotes:	0		0		0		0	

Proposition 14

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	1,060	65.51%	0	0.00%	1,060	65.51%
AGAINST		0	0.00%	558	34.49%	0	0.00%	558	34.49%
	Cast Votes:	0	0.00%	1,618	100.00%	0	0.00%	1,618	100.00%
	Undervotes:	0		43		0		43	
	Overvotes:	0		0		0		0	

*** End of report ***

Location: Elections Administration-EV				
Proposition 3				
Precinct	For	Against	Under	Total
2	6	2	0	8
3	17	12	1	30
4	5	5	2	12
5	5	0	0	5
6	11	3	0	14
7	26	5	1	32
9	1	2	0	3
11	11	4	0	15
12	74	51	1	126
13	58	34	6	98
14	17	15	1	33
15	64	18	0	82
16	11	11	0	22
17	66	36	3	105
18	5	4	0	9
20	0	2	0	2
21	0	3	0	3
24	2	3	0	5
26	129	49	2	180
27	73	17	1	91
28	1	0	0	1
29	2	0	0	2
29-B	17	12	0	29
30	6	4	0	10
31	0	2	0	2
32	21	13	0	34
33	2	1	0	3
34	1	1	0	2
36	118	59	1	178
37	1	0	0	1
38	10	9	0	19
39	2	4	0	6
40	6	4	1	11
41	2	2	0	4
43	2	7	0	9
44	1	0	0	1
45	0	1	0	1
47	1	0	0	1
48	3	0	1	4
49	1	0	0	1
53	1	1	0	2

54	5	0	0	5
55	1	4	0	5
56	1	1	0	2
57	2	3	0	5
58	5	1	0	6
60	1	0	0	1
61	1	0	0	1
62	0	1	0	1
63	113	38	1	152
64	0	2	0	2
66	40	11	0	51
69	1	2	0	3
70	29	19	0	48
72	3	0	0	3
73	1	3	0	4
75	1	5	0	6
76	3	0	0	3
77	3	2	1	6
80	3	2	0	5
88	71	28	1	100
102	9	3	0	12
103	15	3	0	18
106	1	3	0	4
107	14	5	0	19
115	2	1	0	3
TOTAL	1104	533	24	1661

Location: Elections Administration-EV				
Proposition 7				
Precinct	For	Against	Under	Total
2	8	0	0	8
3	26	2	2	30
4	8	3	1	12
5	4	1	0	5
6	12	2	0	14
7	28	4	0	32
9	2	1	0	3
11	12	3	0	15
12	111	14	1	126
13	79	14	5	98
14	25	7	1	33
15	68	13	1	82
16	17	5	0	22
17	89	15	1	105
18	7	2	0	9
20	1	1	0	2
21	3	0	0	3
24	4	1	0	5
26	155	19	6	180
27	74	17	0	91
28	1	0	0	1
29	2	0	0	2
29-B	24	5	0	29
30	7	3	0	10
31	2	0	0	2
32	27	7	0	34
33	3	0	0	3
34	2	0	0	2
36	160	15	3	178
37	1	0	0	1
38	14	4	1	19
39	6	0	0	6
40	11	0	0	11
41	3	1	0	4
43	7	2	0	9
44	1	0	0	1
45	1	0	0	1
47	1	0	0	1
48	3	0	1	4
49	1	0	0	1
53	2	0	0	2

54	5	0	0	5
55	4	1	0	5
56	2	0	0	2
57	4	1	0	5
58	6	0	0	6
60	1	0	0	1
61	1	0	0	1
62	1	0	0	1
63	128	18	6	152
64	2	0	0	2
66	41	10	0	51
69	1	2	0	3
70	41	7	0	48
72	2	1	0	3
73	3	1	0	4
75	2	3	1	6
76	2	1	0	3
77	3	2	1	6
80	5	0	0	5
88	82	17	1	100
102	11	1	0	12
103	16	2	0	18
106	4	0	0	4
107	16	2	1	19
115	3	0	0	3
TOTAL	1398	230	33	1661

Post Election Audit November 4, 2025				
Location: Elections Administration-EV				
Proposition 14				
Precinct	For	Against	Under	Total
2	4	4	0	8
3	20	7	3	30
4	7	4	1	12
5	3	2	0	5
6	10	4	0	14
7	13	19	0	32
9	1	2	0	3
11	12	3	0	15
12	82	43	1	126
13	56	36	6	98
14	24	8	1	33
15	55	24	3	82
16	13	9	0	22
17	79	24	2	105
18	8	1	0	9
20	2	0	0	2
21	3	0	0	3
24	4	1	0	5
26	117	59	4	180
27	43	46	2	91
28	1	0	0	1
29	2	0	0	2
29-B	19	10	0	29
30	6	4	0	10
31	1	1	0	2
32	26	8	0	34
33	2	1	0	3
34	2	0	0	2
36	122	53	3	178
37	1	0	0	1
38	7	11	1	19
14	5	1	0	6
40	8	3	0	11
41	2	2	0	4
43	6	3	0	9
44	0	1	0	1
45	1	0	0	1
47	0	1	0	1
48	2	1	1	4
49	0	1	0	1

53	2	0	0	2
54	3	2	0	5
55	4	1	0	5
56	0	2	0	2
57	4	1	0	5
58	6	0	0	6
60	0	1	0	1
61	1	0	0	1
62	1	0	0	1
63	94	53	5	152
64	2	0	0	2
66	29	20	2	51
69	1	2	0	3
70	33	14	1	48
72	3	0	0	3
73	3	1	0	4
75	2	4	0	6
76	2	1	0	3
77	2	3	1	6
80	2	3	0	5
88	59	36	5	100
102	8	4	0	12
103	12	6	0	18
106	4	0	0	4
107	12	6	1	19
115	2	1	0	3
TOTAL	1060	558	43	1661

Proposition 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	2,753	67.87%	0	0.00%	2,753	67.87%
AGAINST		0	0.00%	1,303	32.13%	0	0.00%	1,303	32.13%
	Cast Votes:	0	0.00%	4,056	100.00%	0	0.00%	4,056	100.00%
	Undervotes:	0		89		0		89	
	Overvotes:	0		0		0		0	

Proposition 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	3,490	86.88%	0	0.00%	3,490	86.88%
AGAINST		0	0.00%	527	13.12%	0	0.00%	527	13.12%
	Cast Votes:	0	0.00%	4,017	100.00%	0	0.00%	4,017	100.00%
	Undervotes:	0		128		0		128	
	Overvotes:	0		0		0		0	

Proposition 14

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	2,602	65.21%	0	0.00%	2,602	65.21%
AGAINST		0	0.00%	1,388	34.79%	0	0.00%	1,388	34.79%
	Cast Votes:	0	0.00%	3,990	100.00%	0	0.00%	3,990	100.00%
	Undervotes:	0		155		0		155	
	Overvotes:	0		0		0		0	

*** End of report ***

Location: College Station Utilities-EV				
Proposition 3				
Precinct	For	Against	Under	Total
1	114	28	2	144
1-N	29	12	0	41
2	120	48	2	170
3	2	1	0	3
4	1	2	0	3
5	1	0	0	1
6	0	1	0	1
7	2	2	0	4
8	10	21	1	32
9	25	18	0	43
10	178	103	6	287
11	2	2	0	4
12	5	4	1	10
13	2	3	0	5
14	0	1	0	1
15	3	2	0	5
17	1	3	0	4
21	0	2	0	2
24	31	19	1	51
26	10	5	0	15
27	27	9	0	36
28	51	11	1	63
29	1	0	0	1
29-B	16	6	0	22
31	93	66	1	160
32	2	3	0	5
33	3	7	0	10
34	9	13	0	22
35	6	8	1	15
36	12	11	0	23
38	1	0	0	1
39	85	39	3	127
40	270	156	8	434
41	131	50	4	185
43	2	0	0	2
52	0	1	0	1
54	21	4	1	26
54-C	1	0	1	2
55	42	30	0	72
56	4	2	0	6
58	16	5	1	22

60	2	0	0	2
62	17	9	2	28
63	12	8	1	21
64	366	119	10	495
69	208	112	12	332
70	3	2	0	5
72	2	0	0	2
73	248	77	12	337
75	16	8	2	26
76	155	108	6	269
77	1	0	0	1
80	188	82	4	274
82	14	8	1	23
88	21	6	0	27
100	89	40	5	134
102	1	2	0	3
103	3	1	0	4
105	3	0	0	3
107	4	0	0	4
115	71	23	0	94
	2753	1303	89	4145

Location: College Station Utilities-EV				
Proposition 7				
Precinct	For	Against	Under	Total
1	127	12	5	144
1-N	38	3	0	41
2	144	23	3	170
3	3	0	0	3
4	1	2	0	3
5	1	0	0	1
6	1	0	0	1
7	2	2	0	4
8	25	7	0	32
9	38	5	0	43
10	235	42	10	287
11	4	0	0	4
12	10	0	0	10
13	3	2	0	5
14	1	0	0	1
15	3	2	0	5
17	3	1	0	4
21	2	0	0	2
24	49	2	0	51
26	14	1	0	15
27	33	3	0	36
28	54	8	1	63
29	1	0	0	1
29-B	17	5	0	22
31	135	24	1	160
32	5	0	0	5
33	6	2	2	10
34	15	7	0	22
35	8	5	2	15
36	18	5	0	23
38	1	0	0	1
39	103	17	7	127
40	367	59	8	434
41	160	16	9	185
43	2	0	0	2
52	0	1	0	1
54	25	1	0	26
54-C	1	0	1	2
55	59	11	2	72
56	5	1	0	6
58	21	1	0	22

60	2	0	0	2
62	16	7	5	28
63	16	5	0	21
64	438	46	11	495
69	281	35	16	332
70	4	1	0	5
72	1	1	0	2
73	281	41	15	337
75	19	5	2	26
76	218	44	7	269
77	1	0	0	1
80	221	42	11	274
82	23	0	0	23
88	23	3	1	27
100	104	21	9	134
102	2	1	0	3
103	4	0	0	4
105	3	0	0	3
107	4	0	0	4
115	89	5	0	94
TOTAL	3490	527	128	4145

Location: College Station Utilities-EV				
Proposition 14				
Precinct	For	Against	Under	Total
1	86	49	9	144
1-N	22	19	0	41
2	112	53	5	170
3	3	0	0	3
4	1	2	0	3
5	1	0	0	1
6	1	0	0	1
7	2	2	0	4
8	25	7	0	32
9	29	14	0	43
10	162	112	13	287
11	3	1	0	4
12	9	1	0	10
13	4	1	0	5
14	1	0	0	1
15	3	2	0	5
17	3	1	0	4
21	1	1	0	2
24	38	11	2	51
26	9	4	2	15
27	29	7	0	36
28	40	21	2	63
29	0	1	0	1
29-B	15	6	1	22
31	105	52	3	160
32	5	0	0	5
33	7	3	0	10
34	13	9	0	22
35	6	7	2	15
36	17	6	0	23
38	1	0	0	1
39	88	33	6	127
40	289	137	8	434
41	117	58	10	185
43	0	2	0	2
52	0	1	0	1
54	16	9	1	26
54-CS	2	0	0	2
55	45	24	3	72
56	3	3	0	6
58	15	6	1	22

60	2	0	0	2
62	19	7	2	28
63	9	12	0	21
64	287	196	12	495
69	206	107	19	332
70	3	2	0	5
72	2	0	0	2
73	202	120	15	337
75	17	7	2	26
76	175	85	9	269
77	1	0	0	1
80	175	84	15	274
82	12	10	1	23
88	14	12	1	27
100	79	46	9	134
102	2	1	0	3
103	4	0	0	4
105	3	0	0	3
107	3	1	0	4
115	59	33	2	94
TOTAL	2602	1388	155	4145

Proposition 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	276	47.34%	0	0.00%	276	47.34%
AGAINST		0	0.00%	307	52.66%	0	0.00%	307	52.66%
	Cast Votes:	0	0.00%	583	100.00%	0	0.00%	583	100.00%
	Undervotes:	0		10		0		10	
	Overvotes:	0		0		0		0	

Proposition 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	494	84.44%	0	0.00%	494	84.44%
AGAINST		0	0.00%	91	15.56%	0	0.00%	91	15.56%
	Cast Votes:	0	0.00%	585	100.00%	0	0.00%	585	100.00%
	Undervotes:	0		8		0		8	
	Overvotes:	0		0		0		0	

Proposition 14

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	428	74.05%	0	0.00%	428	74.05%
AGAINST		0	0.00%	150	25.95%	0	0.00%	150	25.95%
	Cast Votes:	0	0.00%	578	100.00%	0	0.00%	578	100.00%
	Undervotes:	0		15		0		15	
	Overvotes:	0		0		0		0	

*** End of report ***

Location: Galilee Baptist Church-EV				
Proposition 3				
Precinct	For	Against	Under	Total
1	1	0	0	1
1-N	2	0	0	2
2	0	2	0	2
3	5	4	0	9
4	15	38	2	55
5	2	0	0	2
6	2	0	0	2
7	3	5	0	8
8	1	2	0	3
9	0	3	0	3
10	0	1	0	1
11	2	3	0	5
12	24	24	2	50
13	15	17	0	32
14	7	16	0	23
15	4	8	0	12
16	3	7	1	11
17	10	24	0	34
18	3	8	0	11
20	0	1	0	1
21	1	1	0	2
24	2	3	0	5
26	29	13	0	42
27	11	5	1	17
28	1	1	0	2
29-B	7	2	0	9
30	6	13	0	19
31	0	3	0	3
32	4	5	0	9
33	1	3	0	4
34	3	1	0	4
36	30	15	1	46
38	8	6	1	15
40	3	3	0	6
41	1	1	0	2
43	3	5	0	8
44	1	1	0	2
54	0	1	0	1
55	0	1	0	1
56	0	2	0	2
58	5	1	0	6

60	2	0	0	2
63	13	9	0	22
64	1	0	0	1
66	2	2	0	4
70	16	17	0	33
73	0	1	0	1
75	5	1	0	6
76	2	4	0	6
77	0	1	0	1
78	0	2	0	2
80	1	3	0	4
88	14	7	0	21
102	0	6	0	6
103	4	2	0	6
106	0	1	0	1
107	1	1	0	2
115	0	1	2	3
TOTAL	276	307	10	593

Location: Galilee Baptist Church-EV				
Proposition 7				
Precinct	For	Against	Under	Total
1	1	0	0	1
1-N	2	0	0	2
2	2	0	0	2
3	9	0	0	9
4	48	7	0	55
5	1	1	0	2
6	1	1	0	2
7	6	2	0	8
8	3	0	0	3
9	3	0	0	3
10	1	0	0	1
11	4	1	0	5
12	46	3	1	50
13	22	10	0	32
14	18	5	0	23
15	11	1	0	12
16	7	4	0	11
17	26	7	1	34
18	7	3	1	11
20	1	0	0	1
21	1	1	0	2
24	4	1	0	5
26	37	5	0	42
27	15	1	1	17
28	1	1	0	2
29-B	9	0	0	9
30	15	3	1	19
31	2	1	0	3
32	7	2	0	9
33	3	1	0	4
34	4	0	0	4
36	38	8	0	46
38	15	0	0	15
40	6	0	0	6
41	1	1	0	2
43	8	0	0	8
44	1	1	0	2
54	0	1	0	1
55	1	0	0	1
56	2	0	0	2
58	6	0	0	6

60	2	0	0	2
63	20	2	0	22
64	1	0	0	1
66	2	2	0	4
70	24	8	1	33
73	0	1	0	1
75	6	0	0	6
76	5	1	0	6
77	1	0	0	1
78	1	1	0	2
80	3	1	0	4
88	19	1	1	21
102	6	0	0	6
103	6	0	0	6
106	0	1	0	1
107	1	1	0	2
115	2	0	1	3
TOTAL	494	91	8	593

Post Election Audit November 4, 2025				
Location: Galilee Baptist Church-EV				
Proposition 14				
Precinct	For	Against	Under	Total
1	1	0	0	1
1-N	1	1	0	2
2	2	0	0	2
3	7	2	0	9
4	48	5	2	55
5	2	0	0	2
6	0	2	0	2
7	3	5	0	8
8	3	0	0	3
9	1	2	0	3
10	1	0	0	1
11	1	4	0	5
12	39	9	2	50
13	22	10	0	32
14	16	7	0	23
15	11	1	0	12
16	6	5	0	11
17	19	13	2	34
18	7	3	1	11
20	1	0	0	1
21	1	1	0	2
24	5	0	0	5
26	35	7	0	42
27	10	6	1	17
28	2	0	0	2
29-B	7	2	0	9
30	17	2	0	19
31	2	1	0	3
32	9	0	0	9
33	3	1	0	4
34	3	1	0	4
36	30	16	0	46
38	11	3	1	15
40	5	1	0	6
41	0	1	1	2
43	5	3	0	8
44	1	0	1	2
54	1	0	0	1
55	0	1	0	1
56	2	0	0	2

58	6	0	0	6
60	2	0	0	2
63	16	6	0	22
64	1	0	0	1
66	2	2	0	4
70	19	12	2	33
73	1	0	0	1
75	4	2	0	6
76	4	2	0	6
77	1	0	0	1
78	2	0	0	2
80	3	1	0	4
88	17	4	0	21
102	5	1	0	6
103	2	4	0	6
106	1	0	0	1
107	1	1	0	2
115	1	0	2	3
TOTAL	428	150	15	593

Assigned Proposition: 3

Election Day Polling Location	Proposition	Election Day in Person Electronic Count	Election Day in Person Hand Count (Tally Sheet Total)	Discrepancy
Castle Heights Baptist Church	For	29	29	0
	Against	18	18	0
	Undervotes	0	0	0
	Overvotes	0	0	0
Christ Church	For	269	269	0
	Against	88	88	0
	Undervotes	10	10	0
	Overvotes	0	0	0
Church Of The Nazarene	For	128	128	0
	Against	42	42	0
	Undervotes	4	4	0
	Overvotes	0	0	0

Reason for Discrepancies:

Assigned Proposition: 7

Election Day Polling Location	Proposition	Election Day in Person Electronic Count	Election Day in Person Hand Count (Tally Sheet Total)	Discrepancy
Castle Heights Baptist Church	For	39	39	0
	Against	6	6	0
	Undervotes	2	2	0
	Overvotes	0	0	0
Christ Church	For	317	317	0
	Against	36	36	0
	Undervotes	14	14	0
	Overvotes	0	0	0
Church Of The Nazarene	For	152	152	0
	Against	13	13	0
	Undervotes	9	9	0
	Overvotes	0	0	0

Reason for Discrepancies:

Assigned Proposition: 14

Election Day Polling Location	Proposition	Election Day in Person Electronic Count	Election Day in Person Hand Count (Tally Sheet Total)	Discrepancy
Castle Heights Baptist Church	For	33	33	0
	Against	9	9	0
	Undervotes	5	5	0
	Overvotes	0	0	0
Christ Church	For	244	244	0
	Against	108	108	0
	Undervotes	15	15	0
	Overvotes	0	0	0
Church Of The Nazarene	For	110	110	0
	Against	60	60	0
	Undervotes	4	4	0
	Overvotes	0	0	0

Reason for Discrepancies:

Proposition 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	29	61.70%	29	61.70%
AGAINST		0	0.00%	0	0.00%	18	38.30%	18	38.30%
	Cast Votes:	0	0.00%	0	0.00%	47	100.00%	47	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

Proposition 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	39	86.67%	39	86.67%
AGAINST		0	0.00%	0	0.00%	6	13.33%	6	13.33%
	Cast Votes:	0	0.00%	0	0.00%	45	100.00%	45	100.00%
	Undervotes:	0		0		2		2	
	Overvotes:	0		0		0		0	

Proposition 14

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	33	78.57%	33	78.57%
AGAINST		0	0.00%	0	0.00%	9	21.43%	9	21.43%
	Cast Votes:	0	0.00%	0	0.00%	42	100.00%	42	100.00%
	Undervotes:	0		0		5		5	
	Overvotes:	0		0		0		0	

*** End of report ***

Post Election Audit November 4, 2025				
Location: Castle Heights Baptist Church Election Day				
Proposition 3				
Precinct	For	Against	Under	Total
1	1	0	0	1
2	1	0	0	1
4	2	2	0	4
6	2	3	0	5
7	7	4	0	11
12	1	0	0	1
14	1	0	0	1
17	1	0	0	1
18	2	0	0	2
27	1	0	0	1
34	1	0	0	1
38	7	6	0	13
43	0	1	0	1
44	0	1	0	1
70	1	0	0	1
73	1	0	0	1
76	0	1	0	1
TOTAL	29	18	0	47

Post Election Audit November 4, 2025				
Location: Castle Ehights Baptist Church Election Day				
Proposition 7				
Precinct	For	Against	Under	Total
1	1	0	0	1
2	1	0	0	1
4	3	1	0	4
6	5	0	0	5
7	10	1	0	11
12	0	1	0	1
14	0	0	1	1
17	1	0	0	1
18	2	0	0	2
27	1	0	0	1
34	1	0	0	1
38	9	3	1	13
43	1	0	0	1
44	1	0	0	1
70	1	0	0	1
73	1	0	0	1
76	1	0	0	1
TOTAL	39	6	2	47

Post Election Audit November 4, 2025				
Location: Castle Heights Baptict Church Election Day				
Proposition 14				
Precinct	For	Against	Under	Total
1	0	1	0	1
2	1	0	0	1
4	3	1	0	4
6	3	1	1	5
7	8	1	2	11
12	0	1	0	1
14	0	0	1	1
17	0	1	0	1
18	2	0	0	2
27	0	1	0	1
34	1	0	0	1
38	10	2	1	13
43	1	0	0	1
44	1	0	0	1
70	1	0	0	1
73	1	0	0	1
76	1	0	0	1
TOTAL	33	9	5	47

Cumulative Christ Church

2025 Nov 4th General and Special Election

Run Time 9:26 AM

Run Date 11/06/2025

Brazos County

2025 November 4th General and Special Election

11/4/2025

Unofficial Results

Registered Voters

367 of 136617 = 0.27%

Precincts Reporting

82 of 82 = 100.00%

Proposition 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	269	75.35%	269	75.35%
AGAINST		0	0.00%	0	0.00%	88	24.65%	88	24.65%
	Cast Votes:	0	0.00%	0	0.00%	357	100.00%	357	100.00%
	Undervotes:	0		0		10		10	
	Overvotes:	0		0		0		0	

Proposition 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	317	89.80%	317	89.80%
AGAINST		0	0.00%	0	0.00%	36	10.20%	36	10.20%
	Cast Votes:	0	0.00%	0	0.00%	353	100.00%	353	100.00%
	Undervotes:	0		0		14		14	
	Overvotes:	0		0		0		0	

Proposition 14

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	244	69.32%	244	69.32%
AGAINST		0	0.00%	0	0.00%	108	30.68%	108	30.68%
	Cast Votes:	0	0.00%	0	0.00%	352	100.00%	352	100.00%
	Undervotes:	0		0		15		15	
	Overvotes:	0		0		0		0	

*** End of report ***

Post Election Audit November 4, 2025				
Location: Christ Church Election Day				
Proposition 3				
Precinct	For	Against	Under	Total
1	2	1	1	4
2	2	1	0	3
5	1	0	0	1
8	2	0	0	2
9	2	0	1	3
10	5	3	0	8
12	1	0	0	1
17	2	1	0	3
20	0	1	0	1
26	3	1	0	4
27	2	1	0	3
28	14	5	1	20
31	1	1	0	2
35	1	1	0	2
39	3	0	0	3
40	22	4	0	26
41	53	20	3	76
54	2	1	0	3
62	1	1	0	2
63	2	0	0	2
64	74	29	4	107
69	16	3	0	19
70	1	0	0	1
73	18	4	0	22
75	1	1	0	2
76	4	2	0	6
80	29	6	0	35
82	1	0	0	1
100	3	1	0	4
103	1	0	0	1
TOTAL	269	88	10	367

Post Election Audit November 4, 2025				
Location: Christ Church Election Day				
Proposition 7				
Precinct	For	Against	Under	Total
1	4	0	0	4
2	3	0	0	3
5	1	0	0	1
8	2	0	0	2
9	2	0	1	3
10	5	2	1	8
12	1	0	0	1
17	3	0	0	3
20	1	0	0	1
26	4	0	0	4
27	1	2	0	3
28	17	1	2	20
31	1	1	0	2
35	0	2	0	2
39	1	2	0	3
40	19	6	1	26
41	66	7	3	76
54	3	0	0	3
62	2	0	0	2
63	2	0	0	2
64	95	7	5	107
69	18	1	0	19
70	0	1	0	1
73	19	3	0	22
75	2	0	0	2
76	5	1	0	6
80	35	0	0	35
82	0	0	1	1
100	4	0	0	4
103	1	0	0	1
TOTAL	317	36	14	367

Post Election Audit November 4, 2025				
Location: Christ Church Election Day				
Proposition 14				
Precinct	For	Against	Under	Total
1	4	0	0	4
2	0	3	0	3
5	0	1	0	1
8	2	0	0	2
9	2	0	1	3
10	4	3	1	8
12	1	0	0	1
17	1	2	0	3
20	1	0	0	1
26	2	2	0	4
27	3	0	0	3
28	14	4	2	20
31	2	0	0	2
35	1	1	0	2
39	1	2	0	3
40	16	8	2	26
41	48	24	4	76
54	1	2	0	3
62	1	1	0	2
63	2	0	0	2
64	77	27	3	107
69	13	5	1	19
70	1	0	0	1
73	16	6	0	22
75	1	1	0	2
76	3	3	0	6
80	23	12	0	35
82	1	0	0	1
100	3	0	1	4
103	0	1	0	1
TOTAL	244	108	15	367

Proposition 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	128	75.29%	128	75.29%
AGAINST		0	0.00%	0	0.00%	42	24.71%	42	24.71%
	Cast Votes:	0	0.00%	0	0.00%	170	100.00%	170	100.00%
	Undervotes:	0		0		4		4	
	Overvotes:	0		0		0		0	

Proposition 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	152	92.12%	152	92.12%
AGAINST		0	0.00%	0	0.00%	13	7.88%	13	7.88%
	Cast Votes:	0	0.00%	0	0.00%	165	100.00%	165	100.00%
	Undervotes:	0		0		9		9	
	Overvotes:	0		0		0		0	

Proposition 14

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	110	64.71%	110	64.71%
AGAINST		0	0.00%	0	0.00%	60	35.29%	60	35.29%
	Cast Votes:	0	0.00%	0	0.00%	170	100.00%	170	100.00%
	Undervotes:	0		0		4		4	
	Overvotes:	0		0		0		0	

*** End of report ***

Post Election Audit November 4, 2025				
Location: Church of Nazarene Election Day				
Proposition 3				
Precinct	For	Against	Under	Total
3	3	0	0	3
4	1	0	0	1
7	3	1	0	4
12	5	1	0	6
13	5	1	1	7
14	0	1	0	1
15	23	9	1	33
16	1	0	0	1
17	27	6	1	34
21	0	1	0	1
26	12	9	0	21
27	11	0	0	11
28	1	0	0	1
30	1	0	0	1
32	1	1	0	2
35	1	0	0	1
36	2	0	0	2
38	2	0	0	2
40	2	1	0	3
54	4	0	0	4
56	0	1	0	1
58	0	1	0	1
63	5	5	0	10
64	1	0	0	1
66	14	2	1	17
75	1	0	0	1
88	1	1	0	2
103	1	0	0	1
105	0	1	0	1
TOTAL	128	42	4	174

Location: Church of Nazarene Election Day				
Proposition 7				
Precinct	For	Against	Under	Total
3	3	0	0	3
4	1	0	0	1
7	4	0	0	4
12	6	0	0	6
13	6	0	1	7
14	1	0	0	1
15	28	3	2	33
16	1	0	0	1
17	32	1	1	34
21	1	0	0	1
26	17	1	3	21
27	9	2	0	11
28	1	0	0	1
30	1	0	0	1
32	2	0	0	2
35	1	0	0	1
36	2	0	0	2
38	2	0	0	2
40	2	0	1	3
54	4	0	0	4
56	0	1	0	1
58	1	0	0	1
63	10	0	0	10
64	1	0	0	1
66	11	5	1	17
75	1	0	0	1
88	2	0	0	2
103	1	0	0	1
105	1	0	0	1
TOTAL	152	13	9	174

Location: Church of Nazarene Election Day				
Proposition 14				
Precinct	For	Against	Under	Total
3	1	2	0	3
4	1	0	0	1
7	2	1	1	4
12	5	1	0	6
13	5	1	1	7
14	1	0	0	1
15	19	14	0	33
16	1	0	0	1
17	24	9	1	34
21	1	0	0	1
26	10	11	0	21
27	7	4	0	11
28	0	0	1	1
30	1	0	0	1
32	2	0	0	2
35	1	0	0	1
36	2	0	0	2
38	0	2	0	2
40	3	0	0	3
54	2	2	0	4
56	1	0	0	1
58	0	1	0	1
63	5	5	0	10
64	1	0	0	1
66	11	6	0	17
75	0	1	0	1
88	2	0	0	2
103	1	0	0	1
105	1	0	0	1
TOTAL	110	60	4	174

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of Resolution relating to approving a Tax-Exempt financing by a bank for the benefit of Brazos Christian School, Inc.

TO: Commissioners Court

DATE: 11/19/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Resolution_of_Brazos_County_-_Brazos_Christian_School.pdf	Resolution - Brazos Christian School	Backup Material

CERTIFICATE FOR RESOLUTION

We, the undersigned Commissioner's Court of Brazos County, Texas (the "*County*"), hereby certify as follows:

1. The Commissioner's Court of Brazos County, Texas convened in a regular meeting on December 9, 2025 (the "*Meeting*"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioner's Court, to wit:

Kyle Kacal	Acting County Judge
Bentley Nettles	Commissioner, Precinct 1
Chuck Konderla	Commissioner, Precinct 2
Fred Brown	Commissioner, Precinct 3
Wanda J. Watson	Commissioner, Precinct 4

and all of said persons were present, except the following: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION RELATING TO APPROVING A FINANCING BY THE NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF BRAZOS CHRISTIAN SCHOOL, INC.

(the "*Resolution*") was duly introduced for the consideration of said Commissioner's Court. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: 5 NOES: 0 ABSTENTIONS: 0

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Commissioner's Court's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioner's Court's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioner's Court as indicated therein; that each of the officers and members of said Commissioner's Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Commissioner's Court has approved and hereby approves the aforesaid Resolution; that the Acting County Judge and the County Clerk of the County have duly signed

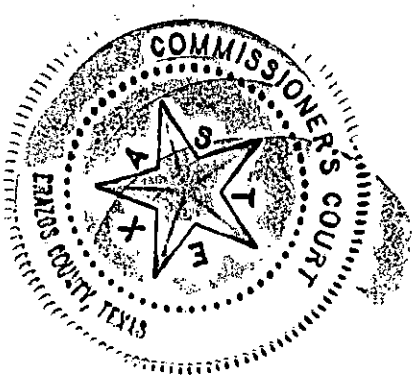
said Resolution; and that the Acting County Judge and the County Clerk hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED December 9, 2025.

County Clerk

Acting County Judge

(SEAL)



RESOLUTION RELATING TO APPROVING A FINANCING BY THE NEWARK CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF BRAZOS CHRISTIAN SCHOOL, INC.

WHEREAS, the Newark Cultural Education Facilities Finance Corporation ("*Corporation*") will make a loan in an amount not to exceed $14,000,000 (the "*Loan*") pursuant to a loan agreement among the Corporation, First Financial Bank and Brazos Christian School, Inc. (the "*Borrower*") as provided pursuant to Chapter 337, Local Government Code, as amended, for the purpose of financing, and/or refinancing debt used for, all or a portion of the costs of the acquisition, construction, renovation and equipping of educational and related facilities located on the campus of the Borrower at 3000 W. Villa Maria, Bryan, Texas 77807 (the "*Project*"). A portion of the proceeds of the Loan will be used to pay certain expenses in connection with the issuance of the Loan.

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the County or the chief elected executive officer of the County after a public hearing following reasonable public notice;

WHEREAS, attached hereto as Exhibit A is a Publisher's Affidavit certifying that notice of the public hearing was published in a newspaper of general circulation in the County as required by section 147(f) of the Code and the Certificate of Public Hearing certifying that the public hearing was held; and

THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS THAT:

Section 1. The County hereby specifically approves the Loan and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code and for no other purpose and is not to be construed as an undertaking by the County. **The Loan shall not constitute a liability, an indebtedness or obligation of the County nor shall any of the assets of the County be pledged to the payment of the Loan.**

Section 2. This Resolution shall become effective immediately upon its passage.

* * * * *

EXHIBIT A

PUBLISHER'S AFFIDAVIT AND CERTIFICATE OF PUBLIC HEARING

The Eagle

AFFIDAVIT OF PUBLICATION

The Eagle
1729 Briarcrest Dr
(979) 776-4444

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Eagle, a newspaper published in Bryan, Brazos County, Texas, and generally circulated in Brazos, Burleson, Grimes, Lee, Leon, Madison, Milam and Robertson Counties, and that the notice, a copy of which is hereto attached, was published in said newspaper on the following named dates:

November. 4 2025

The First Insertion being given Nov. 4, 2025

PUBLICATION FEE: $222.29

Anjana Bhadoriya

Agent

JESSICA GORDON-THOMPSON
Notary Public • State of Florida
Commission # HH [illegible]
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 11/04/2025

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held on behalf of Newark Cultural Education Facilities Finance Corporation (the "Corporation"), a nonprofit corporation, on November 11, 2025, commencing at 8:30 a.m. to provide an opportunity for all interested persons to be heard with respect to a loan (qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended) from a financial institution (the "Lender") to the Corporation in the maximum aggregate amount of $14,000,000, and a loan from the Corporation to Brazos Christian School, Inc. (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to a Loan Agreement by and among the Corporation, the Lender and the Borrower.

The Loans are being made for the purpose of financing, and/or refinancing debt used for, all or a portion of the costs of the acquisition, construction, renovation and equipping of educational and related facilities located on the campus of the Borrower at 3000 W. Villa Maria, Bryan, Texas 77807 (collectively, the "Project"). A portion of the proceeds of the Loans will be used to pay certain expenses in connection with the issuance of the Loans. The Project will be owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

At the time and place set for the public hearing, interested persons will be given a reasonable opportunity to express their views, both orally (via telephonic participation) and in writing, on the merits of the Project, the Loans or related matters. Members of the public may listen to and contribute to any discussion during the hearing by dialing: 1-346-248-7799, meeting ID: 964 2150 4088, passcode: 410283. Persons wishing to participate should submit a written request to speak to hvu@jw.com at least 24 hours before the hearing; however, the hearing officer will also provide time for additional comments during the hearing. Oral remarks may not exceed five minutes in duration. Written comments may be submitted by email to the President of the Board of Directors of the Corporation c/o Jackson Walker LLP, Attn: Hoang Vu, hvu@jw.com, until the time and date of the hearing.

November 4, 2025
COL10760

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Newark Cultural Education Facilities Finance Corporation (the "*Corporation*"), Brazos Christian School, Inc. ("*Borrower*") and a lender in the maximum aggregate principal amount of $14,000,000 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the purpose of financing, and/or refinancing debt used for, all or a portion of the costs of the acquisition, construction, renovation and equipping of educational and related facilities located on the campus of the Borrower at 3000 W. Villa Maria, Bryan, Texas 77807 (the "*Project*").

2. Such hearing was conducted commencing on November 11, 2025 at 8:30 a.m. by toll free telephonic means accessible to the general public.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

4. At the hearing,

[x] no persons presented comments orally or in writing.

[ ] the comments summarized in Exhibit B-1 were made orally by the persons listed therein.

[ ] the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this November 11, 2025.

Hearing Officer

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of Resolution Authorizing Execution of Agreements with the Texas Department of Transportation regarding Construction by Brazos County of a Pedestrian Overpass on BS-6R, in Control Seciton 0050-01.

TO: Commissioners Court

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Resolution_-_SkyBridge.pdf	Resolution - SkyBridge	Resolution Letter

BRAZOS COUNTY
BRYAN, TEXAS

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS WITH THE TEXAS DEPARTMENT OF TRANSPORTATION REGARDING CONSTRUCTION BY BRAZOS COUNTY OF A PEDESTRIAN OVERPASS ON BS-6R, IN CONTROL SECTION 0050-01

WHEREAS, Brazos County intends to construct a pedestrian overpass between the planned 101 Building and the existing County Courthouse, spanning Texas Avenue in the block South of William Joel Bryan Parkway, in Bryan, Brazos County, Texas;

WHEREAS, the Texas Department of Transportation has tentatively approved the construction of the pedestrian overpass pending the execution of certain agreements providing for the design and construction of the pedestrian overpass, including a Multiple Use Agreement; and

WHEREAS, the Commissioners Court of Brazos County, Texas, intends to enter into the necessary agreements, including the Multiple Use Agreement, with the Texas Department of Transportation.

NOW, THEREFORE, IT IS RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS, that the County Judge or Acting County Judge of Brazos County, Texas, is authorized to execute agreements with the Texas Department of Transportation necessary to allow construction of the pedestrian overpass at the expense of the County and at no expense to the Texas Department of Transportation.

RESOLVED THIS 9TH DAY OF DECEMBER 2025.

Kyle Kacal, Acting County Judge

Bentley Nettles, Pct. 1 Commissioner

Chuck Konderla, Pct. 2 Commissioner

Fred Brown, Pct. 3 Commissioner

Wanda J. Watson, Pct. 4 Commissioner

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of Resolution for the Brazos County Investment Advisory Committee.

TO: Commissioners Court

DATE: 12/02/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Investment_Committee.pdf	Investment Committee	Backup Material

STATE OF TEXAS }
}
COUNTY OF BRAZOS }

BRAZOS COUNTY RESOLUTION
APPROVAL OF THE BRAZOS COUNTY INVESTMENT ADVISORY COMMITTEE

WHEREAS, Section 1.3 of the Brazos County Investment Policy provides for an Investment Advisory Committee to serve in an advisory capacity to the County's Investment Officer to review strategies and to monitor the progress of the County's investment program and

WHEREAS, Section 1.3 of the Brazos County Investment Policy requires the approval by Commissioners' Court of appointments to the Brazos County Investment Advisory Committee; it is

NOW, THERFORE, BE IT RESOLVED, the Commissioners' Court of Brazos County, in a regular meeting duly convened and acting in its capacity as the governing body of Brazos County, herby affirms the following members of the Brazos County Investment Advisory Committee:

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of Brazos County to be affixed this 9 day of December 2025.

HON. KYLE KACAL, ACTING COUNTY JUDGE

HON. BENTLEY NETTLES
COMMISSIONER, PCT #1

HON. CHUCK KONDERLA
COMMISSIONER, PCT #2

HON. FRED BROWN
COMMISSIONER, PCT #3

HON. WANDA WATSON
COMMISSIONER, PCT #4

ATTEST:

HON. KAREN MCQUEEN
COUNTY CLERK

Investment Advisory Committee Members

MARK BROWNING, Senior Vice President & Trust Officer- Extraco Banks
DUANE PETERS, County Judge
KYLE KACAL, Acting County Judge
MARCI TURNER, County Auditor
MEGAN MASON, Director of Accounting
CRISTIAN VILLARREAL, County Treasurer
MINDY JUNEK, Chief Deputy Treasurer

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of Resolution for the Brazos County OPEB Investment Committee.

TO: Commissioners Court

DATE: 12/02/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
OPEB_Committee.pdf	OPEB Committee	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval requested to update the authorized signers for the Brazos County OPEB Account. • a. Kyle Kacal • b. Cristian Villarreal • c. Marci Turner
TO:	Commissioners Court
DATE:	12/02/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval requested to update the authorized signers for the Brazos County OPEB Account. • a. Kyle Kacal • b. Cristian Villarreal • c. Marci Turner
TO:	Commissioners Court
DATE:	12/02/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00

APPROVED

12/9/25

Acting Kyle Kacal Date

County Judge

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of the following appointments to the Brazos County Emergency Services District (ESD) #3:

- a. Doug Box (Term of appointment: January 1, 2026 - December 31, 2027)
- b. Thomas Goehl (Term of appointment: January 1, 2026 - December 31, 2027)
- c. Kyle Greenwood (Term of appointment: December 9, 2025 - December 31, 2027)

TO: Commissioners Court

DATE: 11/18/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Doug_Box_Nomination_Letter_for_2026-2027.pdf	Doug Box Nomination Letter	Cover Memo
Doug_Box_-_Appt_Certificate_-_Brazos_County_ESD_#3.pdf	Doug Box - Appt Certificate - Brazos County ESD #3	Cover Memo
Thomas_Goehl_Nomination_Letter_for_2026-2027.pdf	Thomas Goehl Nomination Letter	Cover Memo
Thomas_Goehl_-_Appt_Certificate_-_Brazos_County_ESD_#3.pdf	Thomas Goehl - Appt Certificate - Brazos County ESD #3	Cover Memo
Kyle_Greenwood_Nomination_Letter.pdf	Kyle Greenwood Nomination Letter	Cover Memo
Kyle_Greenwood_-_Appt_Certificate_-_Brazos_County_ESD_#3.pdf	Kyle Greenwood - Appt Certificate - Brazos County ESD #3	Cover Memo

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT #3
3708 East 29th Street #206
Bryan, TX 77802-3901
979-776-6430
contact@brazoscountyesd3.com

Thomas Goehl
Brazos County ESD #3
3708 E. 29th Street, #206
Bryan, TX 77802

18 November 2025

Honorable Kyle Kacal
200 South Texas Ave., Suite 332
Bryan, Texas 77803

Subject: Appointment of Brazos County Emergency Services District #3 Commissioners

Dear Judge Kacal:

I am pleased to nominate Mr. Doug Box as a Fire Commissioner. He has served as a commissioner for the precinct since 8 April 2025. He has performed admirably in his position, and I highly recommend him for continued service on the Emergency Services District Board for Precinct #3. His term will extend to 31 December 2027.

Doug Box
7554 Mary's Way
Bryan, TX 77808
979-219-3300
dougbox@aol.com

Sincerely,

Thomas Goehl

Thomas Goehl
President
Brazos County ESD #3
979-220-7671
president@brazoscountyesd3.org

BRAZOS COUNTY
BRYAN, TEXAS

APPOINTMENT

The Commissioners Court of Brazos County does hereby approve the appointment of

Doug Box

to the

Brazos County Emergency Services District #3

Term of appointment is January 1, 2026 – December 31, 2027.

12/9/25

Kyle Kasal — Date
Acting County Judge

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT #3
3708 East 29th Street #206
Bryan, TX 77802-3901
979-776-6430
contact@brazoscountyesd3.com

Thomas Goehl
Brazos County ESD #3
3708 E. 29th Street, #206
Bryan, TX 77802

18 November 2025

Honorable Kyle Kacal
200 South Texas Ave., Suite 332
Bryan, Texas 77803

Subject: Appointment of Brazos County Emergency Services District #3 Commissioners

Dear Judge Kacal:

As the president of Emergency Services District #3, I am respectfully requesting to be nominated again as a Fire Commissioner. I have served as a commissioner for the precinct since 3 December 2024 and would be honored to continue my service to the precinct and the county. My term will extend to 31 December 2027.

Thomas Goehl
5021 Winding Creek
College Station, TX 77845
979-220-7671
president@brazoscountyesd3.org

Sincerely,

Thomas Goehl

Thomas Goehl
President
Brazos County ESD #3
979-220-7671
president@brazoscountyesd3.org

BRAZOS COUNTY
BRYAN, TEXAS

APPOINTMENT

The Commissioners Court of Brazos County does hereby approve the appointment of

Thomas Goehl

to the

Brazos County Emergency Services District #3

Term of appointment is January 1, 2026 – December 31, 2027.

12/9/25

Kyle Kacal
Acting County Judge

Date

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Fleet Services	NUMBER:	

DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval requested from Fleet Services to accept a donation of eight (8) sets of ballistic glass in the amount of $58,516.93 from Operation Safe Shield.
TO:	Commissioners Court
FROM:	Dwayne Holloway
DATE:	11/24/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
ACTION REQUESTED OR ALTERNATIVES:	Approval requested from Fleet Services to accept a donation of ten (8) sets of ballistic glass in the amount of $58,516.93 from Operation Safe Shield.

ATTACHMENTS:

File Name	Description	Type
donation_form.pdf	donation form	Cover Memo

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

Date: 11/24/2025

☑ Acceptance of Donated/Awarded Property
(Awarded property requires signed court documentation)

☐ Donation of County Property

☐ Acceptance of Donated Inmate Property
(Requires signed inmate documentation – NO VALUE ASSESSED)

Item Description: (8) Ballistic Windshields W/ Install

Please provide all information requested below as applicable to the property being accepted or donated. Forms containing any blank fields will be returned for completion.

Make: N/A Model: N/A Year: N/A SN/VIN #: N/A

☑ Functional ☐ Non-Functional. Explain if Non-Functional _____

Additional Description/Information: (8) Ballistic Windshields for Tahoe's, cost per unit is about $8,450 with instillation included. Property is donated by Operation Safe Shield.

Estimated Value: $ 58,516.93

Check box if the donated property is in possession of the County department.

Acceptance of Donated Property	Donation of County Property
Check the appropriate account based on estimated value of property being accepted:	Check the appropriate entity property being donated to:
☐ 61235000 (Donation - Other)*	Government Entity: _____ Organization Name
☐ 60010000 (Minor Property - $1 - $4999)	Other (Due to Statuatory requirements prior approval is required by Purchasing: _____ Organization Name
☑ 80010000 (Capital Property - Over $5000)	
For Budget use only	

Donation – Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.

I certify that the above-mentioned item has been donated or awarded to Brazos County. This item has been received in good faith and upon approval by Commissioner's Court will become a part of the General Fixed Asset Account of Brazos County. The determination to accept or reject the donation will be made at the sole discretion of Commissioners Court based upon such things as usefulness, projected operating, maintenance, and insurance costs.

Requesting Department: _____ Division Fleet Services Department Name Authorized Signature

Organization Receiving Donated Property: _____ Authorized Signature

---

Approved by Commissioners Court on this 9TH day of DECEMBER 2025

_____ Commissioners Court Approval

For Treasurer's Use Only
Division: _____
Account: 46023000

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Brazos County Office of the Sheriff-Detention Ctr.	NUMBER:	

DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval for acceptance of donated or unclaimed property items left by inmates leaving the Brazos County Detention Center for the month of June 2025.
TO:	Commissioners Court
FROM:	Chief Kevin Stuart, CJM
DATE:	12/02/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
REQUIREMENTS:	Motion to formally recognize and accept the donated items from the inmates of the Brazos County Detention Center.
NOTES/EXCEPTIONS:	The items "property" listed are donated or left by Inmates leaving the Brazos County Detention Center. This will allow goods to be donated properly.
ACTION REQUESTED OR ALTERNATIVES:	approval and signature

ATTACHMENTS:

File Name	Description	Type
Donatation_of_County_Property_left_by_inmates_June_2025_Property_Audit.pdf	June 2025 Donation form	Cover Memo

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

Date: 12/2/2025

☑ Acceptance of Donated/Awarded Property
(Awarded property requires signed court documentation)

☐ Donation of County Property

☐ Acceptance of Donated Inmate Property
(Requires signed inmate documentation – NO VALUE ASSESSED)

Item Description: _____

Please provide all information requested below as applicable to the property being accepted or donated. Forms containing any blank fields will be returned for completion.

Make: _____ Model: _____ Year: _____ SN/VIN #: _____

☐ Functional ☐ Non-Functional. Explain if Non-Functional _____

Additional Description/Information: Clothing, Jewelry, Electronics, other misc items left by inmate that have left the Brazos County Detention Center in the month of June 2025

Estimated Value: _____ Check box if the donated property is in possession of the County department.

Acceptance of Donated Property	Donation of County Property
Check the appropriate account based on estimated value of property being accepted:	Check the appropriate entity property being donated to:
☐ 61235000 (Donation - Other)*	Government Entity: _____ Organization Name
☐ 60010000 (Minor Property - $1 - $4999)	Other (Due to Statuatory requirements prior approval is required by Purchasing: _____ Organization Name
☐ 80010000 (Capital Property - Over $5000)	
For Budget use only	

Donation – Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.

I certify that the above-mentioned item has been donated or awarded to Brazos County. This item has been received in good faith and upon approval by Commissioner's Court will become a part of the General Fixed Asset Account of Brazos County. The determination to accept or reject the donation will be made at the sole discretion of Commissioners Court based upon such things as usefulness, projected operating, maintenance, and insurance costs.

Requesting Department: Booking (Division) Brazos County Sheriff Office (Department Name) Logan Medeiros (Authorized Signature)

Organization Receiving Donated Property: Logan Medeiros (Authorized Signature)

Approved by Commissioners Court on this 9TH day of DECEMBER 2025

_____
Commissioners Court Approval

For Treasurer's Use Only	
Division:	Booking
Account:	46023000

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM

Date Inmate Left Facility: 6/15/2025

Jail ID:353691 **SO#:70214**

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

LIST OF PROPERTY

1) black pants
2) blue shirt
3) Grey Jacket
4) Grey shoes
5) Yellow shorts
6) _____
7) _____
8) _____
9) _____
10) _____

Inmate Signature: _____ Date:6/15/2025

Officer Signature: _____ Date:6/15/2025

Person Designated To Pick Up Property:

Name: _____

Address: _____

_____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/18/2025

Jail ID:344543 **SO#:130780**

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

LIST OF PROPERTY

1) black pants
2) Black Jacket
3) USPS shirt
4) shorts
5) grey shoes
6) watch
7) airpods
8) earrings
9)
10)

Inmate Signature: Jamall Collins Date:6/18/2025

Officer Signature: [signature] Date:6/18/2025

Person Designated To Pick Up Property:

Name: Nevaeh Lopez

Address: 2900 Wildflower Bryan Tx 77802 Apt. 2202

Phone# 979-7030400

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM

Date Inmate Left Facility: 6/18/2025

Jail ID:342928 **SO#:25228570**

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

LIST OF PROPERTY

1) Jeans
2) White Shirt
3) White shoes
4) _____
5) _____
6) _____
7) _____
8) _____
9) _____
10) _____

Inmate Signature: Marvin Johnson Date:6/18/2025

Officer Signature: _____ Date:6/18/2025

Person Designated To Pick Up Property:

Name: Marvin Johnson

Address: 1506 Douglas

_____

Phone# 314 832 2

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/3/2025

Jail ID:354425 **SO#:146018**

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

LIST OF PROPERTY

1) [illegible] 6) [illegible]

2) [illegible] 7) [illegible]

3) [illegible] 8) [illegible]

4) [illegible] 9) [illegible]

5) [illegible] 10) [illegible]

Inmate Signature: [signature] Date:6/3/2025

Officer Signature: _____ Date:6/3/2025

Person Designated To Pick Up Property:

Name: [illegible]

Address: [illegible] - Need work to be knows to come pick up.

Phone# [illegible]

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/26/2025

Jail ID:349280 **SO#:97706**

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

LIST OF ABANDONED PROPERTY

1) SHIRT
2) SUNGLASSES (GREY)
3) TANK TOPS
4) SHOES
5) GREEN HAT
6) MISC PAPERS
7) RED SHIRT X3
8) GREEN SHIRT
9)
10)

Inmate Signature:_____ Date:1/31/2025

Officer Signature:_____ Date:1/31/2025

Person Designated To Pick Up Property:

Name: CEDRIC RICHARDS

Address: 701 SOUTH CENTER STREET

FRANKLIN, TX

Phone# _____

Receiver's Signature: _____ Date:_____
(Include Copy Of ID)

Releasing Officers Signature:_____ Date:_____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/13/2025

Jail ID:353773 **SO#:58941**

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

LIST OF PROPERTY

1) Khaki Shorts
2) Wht tshirt
3) Blk Socks
4) Gray S. pants
5) Blue boxers
6) Brn belt
7) Blk Shoes
8) flash light
9) Lighter / cigarettes
10) Watch / Ring

Inmate Signature: Bryan Sauseda Date:6/13/2025

Officer Signature:_____ Date:6/13/2025

Person Designated To Pick Up Property:

Name: Debbie Vasquez

Address: 15232 Meridith LN.
College Station Tx, 77845

Phone# (979) 599-0139

Receiver's Signature: _____ Date:_____
(Include Copy Of ID)

Releasing Officers Signature:_____ Date:_____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/26/2025

Jail ID:355300 **SO#:139620**

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

LIST OF PROPERTY

1) misc. papers
2) Navy pair of sneakers
3) gray shirt
4) black pants
5) 12 white socks
6) gray boxers
7) blue socks
8) sandals
9) black belt
10) bible
11. cookies
12. mouthwash
13. medication
14. misc. cards
15. TX DL mauldir
16. wallet

Inmate Signature: _____ Date:6/26/2025

Officer Signature: _____ Date:6/26/2025

Person Designated To Pick Up Property:

Name: Glenn Mauldin

Address: 11485 N Hwy 77
Lexington TX, 78947

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/5/2025

Jail ID:357914 **SO#:143153**

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

LIST OF PROPERTY

1) White shirt
2) black Jacket
3) black pants
4) black slides
5) _____
6) _____
7) _____
8) _____
9) _____
10) _____

Inmate Signature: Jaylen Lee Williams Date:6/5/2025

Officer Signature: _____ Date:6/5/2025

Person Designated To Pick Up Property:

Name: Terry Williams

Address: 1205 bradley st

_____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/5/2025

Jail ID:345228 **SO#:90617**

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

LIST OF PROPERTY

1) 2 black jackets
2) grey jacket
3) green shoes
4) black pants
5) blue shorts
6) grey shirt
7) watch
8)
9)
10)

Inmate Signature: Brandon Willis Date:6/5/2025

Officer Signature: JK Date:6/5/2025

Person Designated To Pick Up Property:

Name: Misti Ramos

Address: 2544 West Villa
Bryan tx 77807

Phone# 979 703 9464

Receiver's Signature: _____ Date:_____
(Include Copy Of ID)

Releasing Officers Signature:_____ Date:_____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/13/2025

Jail ID:346779 **SO#:136786**

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

LIST OF PROPERTY

1) Glasses
2) Whi Socks
3) Boxers
4) Blk Sweatpants
5) Yellow hoodie
6) Gry/Whi Shoes
7) _____
8) _____
9) _____
10) _____

Inmate Signature: Semaj Nelson Date:6/13/2025

Officer Signature: _____ Date:6/13/2025

Person Designated To Pick Up Property:

Name: Keymon Williams

Address: 2112 eastwood ct Bryan TX 77803

_____

Phone# _____

Receiver's Signature: _____ Date: _____
(Include Copy Of ID)

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/2/2025

Jail ID:358512 **SO#:105697**

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

LIST OF PROPERTY

1) black dress
2) piercings
3) necklace
4) earrings
5) black sandles
6)
7)
8)
9)
10)

Inmate Signature: [signature] Date:6/2/2025

Officer Signature: [signature] Date:6/2/2025

Person Designated To Pick Up Property:

Name: John Wessell

Address: 5516 Somerset Cir

Bryan, TX 77802

Phone#

Receiver's Signature: Date:
(Include Copy Of ID)

Releasing Officers Signature: Date:

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/5/2025

Jail ID:358481 **SO#:140641**

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

LIST OF PROPERTY

1) book
2) grey pants
3) 2 gray shirts
4) White tank top
5) white shoes
6)
7)
8)
9)
10)

Inmate Signature: [signature] Date:6/5/2025

Officer Signature: [signature] Date:6/5/2025

Person Designated To Pick Up Property:

Name: [signature]

Address:

Phone#

Receiver's Signature: Date:
(Include Copy Of ID)

Releasing Officers Signature: Date:

BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM

Date Inmate Left Facility: 6/26/2025

Jail ID:351542 **SO#:114028**

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

LIST OF PROPERTY

1) Legal mail
2) White shoes
3) Phone, vape, Popcorn
4) THC Gummies, lighters (2)
5) Black shirt
6) Gray shorts
7) Socks
8) underwear
9)
10)

Inmate Signature: Hamon Hill Date:6/26/2025

Officer Signature: Date:6/26/2025

Person Designated To Pick Up Property:

Name: Kim Wyatt

Address: 915 N Preston Ave Bryan TX 77803

Phone# 979 393-1464

Receiver's Signature: Date:
(Include Copy Of ID)

Releasing Officers Signature: Date: 6/26/25

RAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM
Date Inmate Left Facility: 6/5/2025

Jail ID:345228 **SO#:90617**

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

LIST OF PROPERTY

1) 2 black Jackets
2) grey jacket
3) green shoes
4) black pants
5) blue shorts
6) grey shirt
7) watch
8)
9)
10)

Inmate Signature: Brandon Willis Date:6/5/2025

Officer Signature: JK Date:6/5/2025

Person Designated To Pick Up Property:

Name: Misty Ramos

Address: 2544 West Way
Bryan TX 77807

Phone# 979 703 9464

Receiver's Signature: _____ Date:_____
(Include Copy Of ID)

Releasing Officers Signature:_____ Date:_____

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of the following Job Description:

- a. Forensic Services - B3005 - Forensic Operations Administrator

TO: Commissioners Court

DATE: 12/02/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

This job description was included in the Job Description Questionnaire (JDQ) process and has been incorporated into the Compensation & Benefits Study.

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Job Description(s). The Job Description(s) have been reviewed and verified to meet the Job Description requirements. Consequence of non-approval could hinder the department from posting the vacant position.

ATTACHMENTS:

File Name	Description	Type
Forensic_Services_-_B3005_-_Forensic_Operations_Administrator.docx	Approval of the following Job Description: Forensic Services - B3005 - Forensic Operations Administrator	Backup Material

Brazos County
Job Description
Last Updated: December 2025

Template Revision 1.2 08/15/2012

Class Number:	B3005	**Title:**	Forensic Operations Administrator
Pay Group:	B3005	**Department:**	Forensic Services
FLSA Status:	Non - Exempt	**Reports To:**	Director of Forensic Services
Approved Date:	12/09/2025	**EEOC Category:**	Officials and Managers

General Summary:

Under direction of the Director of Forensic Services, this position performs responsible supervisory and operational oversight for the day-to-day operations of the Forensic Services Department, to include: Assists the Director in planning, developing, implement and evaluation department policies, goals priorities and objectives; Prepares and maintains the department budget, payroll, and inventory in accordance with local and State regulations; Assists with supervising personnel, including hiring/firing, training, scheduling and disciplinary issues; Assists with implementing and developing standard Office policies and procedures; Oversees maintenance and related medical equipment; Collaborates with other county departments and vendors for contracts; Oversees the security and storage of evidence and personal property; Performs other duties as needed, to include assisting with technical aspects of autopsies and death investigations as needed.

Essential Duties:

Oversees daily operations of department; Creates agenda items; Assists with developing/implementing SOP for office, including safety practices and assist with accreditation by NAME in the future; Investigates and resolves matters of significance on behalf of Director; Reports all maintenance issues and coordinates repair as needed, as well as routine annual maintenance; Oversees storage of property and evidence to ensure proper release/destruction; Provides statistics to regulatory agencies; Communicates with families, funeral homes and law enforcement as needed for cases; Transcribes and assists with review of final autopsy reports; Data entry for cases; Ats as site Radiation Safety Officer for X-ray equipment and adheres to State Inspects as required; Coordinate internships/tours with college students, hospitals, EMS and another agencies; Reviews and processes all open records requests; Coordinates meetings for pathologists with attorneys or other officials; Coordinates ancillary tests for cases as needed. Records and balances department budget; Assists with yearly budget presentations; Maintains inventory; Processes all accounts payable/receivable; Assists Purchasing with vendor contracts; Processes and enters payroll; Provides financial reports for Treasurer/Auditor. Supervises/evaluates staff to ensure that work is performed according to SOP; Assists Director with interviewing and reviewing applications for new hires, as well as training; Creates and submits PDQ's and PCR's; Approves time off requests for forensic techs and investigators; Enforces disciplinary actions; Creates on-call schedule for techs and investigators; Records and reports worker's comp/injury reports to Risk Management for all staff; Coordinates staff training to maintain verifications for positions; processes travel reimbursements for all approved training. Assists pathologists with all aspects of autopsy when needed/on-call, including evidence collection and prepares specimens needed for testing; Assist with death investigations as needed; Ensure that the decedent is released to proper next-of-kin as defined by Texas law.

Other Duties as assigned.

Supervision	
Received:	
Given:	Forensic Lab Technicians and Death Investigators

Education	
Required:	Bachelor's Degree in Biology, Anthropology, Sociology, Forensic Science, Criminology or related medical, legal, or forensic fields
Preferred:	

Experience	
Required:	10 or more years of experience of supervisory experience in a medical or medicolegal death investigative setting
Preferred:	**APPROVED**

Certificates, Licenses, Registrations	
Required:	12/9/25 Date
Preferred:	KYLE KACAL Acting County Judge

Physical Demands	
Typical:	Sitting, standing, walking, stooping, climbing, kneeling and reaching. Pushing/pulling heavy weights and standing for extended periods will be necessary periodically

Knowledge, Skills, & Abilities	
Typical:	General knowledge of office related products, such as typewriter, calculator, copy machines, computer operations with intermediate to advanced work process, spreadsheet, and/or other type of software experience and intermediate to advanced with data entry and retrieval, etc Must have intermediate or advanced level knowledge in the operations of MDI Log case management system, transcription pedal, phone, copy/scan/fax/print machine, X-Ray mobile unit/digital processor, digital camera, oscillating saw, centrifuge, surgical tools (forceps, scalpels, scissors), and other utopsy equipment (gurneys, examination tables, sinks, etc.) Must have considerable working knowledge of medical protocol terminology, forensic science, forensic pathology, and pharmacology. Must have knowledge of investigative principles, practices and techniques used in medicolegal death investigations. Must have knowledge of budget preparation/fiscal management, including experience with the county finance system/guidelines. Must have knowledge of health and safety standards and regulations pertaining to autopsy facilities. Must establish and maintain effective working relationships with co-workers, employees of county and other governmental entities, outside agencies, news media, family members, and the general public.

Work Environment	
Typical:	Work location is typically a comfortable indoor office area and a laboratory environment with regular exposure to mild physical discomforts such as dust, fumes and potentially offensive odors, along with the possibility of temperature extremes, loud noises, strong drafts and bright lights. There is also frequent potential exposure to blood/body fluids or potentially infectious material, surgical cutting, occasional exposure to flammable, toxic or other hazardous material and radiation.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:	

DATE OF COURT MEETING:	12/9/2025
ITEM:	Request authorization to wire transfer up to $1,492,326.89 to Health and Human Services for the Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS) Intergovernmental Transfer for the benefit of participating hospitals using funding from Brazos County Local Provider Participating Fund (LPPF).
TO:	Commissioners Court
FROM:	Nina Payne
DATE:	12/02/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
SOURCE OF FUNDS:	Local Provider Participating Fund (LPPF) - Fund 16000
REQUIREMENTS:	HHSC requires this IGT to be entered into TexNet no later than close of business Friday, December 5, 2025, with settlement date of Friday, January 2, 2026.
NOTES/EXCEPTIONS:	The Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS) is an incentive program operated under the authority of 42 Code of Federal Regulations (C.F.R.) Section 438.6(b)(2) and in accordance with 9 the Texas Uniform Managed Care Manual, Chapter 6. HHSC has worked to developed the ATLIS program as a new, innovative solution to support Medicaid Managed Care Organizations (MCOs) in improving the receipt of electronic data from hospitals in their networks. Under the ATLIS program, HHSC will enter into incentive arrangements with MCOs for achieving certain milestones on a semi-annual basis, so the milestones will build on prior accomplishments over five years.
ACTION REQUESTED OR ALTERNATIVES:	Request approval.

ATTACHMENTS:

File Name	Description	Type
ATLIS_Program_SFY2026_IGT_Notification.pdf	ATLIS Notification	Cover Memo
ATLIS_Program.pdf	ATLIS Overview	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office	NUMBER:
DATE OF COURT MEETING:	12/9/2025
ITEM:	Request authorization to wire transfer up to $1,492,326.89 to Health and Human Services for the Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS) Intergovernmental Transfer for the benefit of participating hospitals using funding from Brazos County Local Provider Participating Fund (LPPF).
TO:	Commissioners Court
FROM:	Nina Payne
DATE:	12/02/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
SOURCE OF FUNDS:	Local Provider Participating Fund (LPPF) - Fund 16000
REQUIREMENTS:	HHSC requires this IGT to be entered into TexNet no later than close of business Friday, December 5, 2025, with settlement date of Friday, January 2, 2026.
NOTES/EXCEPTIONS:	The Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS) is an incentive program operated under the authority of 42 Code of Federal Regulations (C.F.R.) Section 438.6(b)(2) and in accordance with 9 the Texas Uniform Managed Care Manual, Chapter 6. HHSC has worked to developed the ATLIS program as a new, innovative solution to support Medicaid Managed Care Organizations (MCOs) in improving the receipt of electronic data from hospitals in their networks. Under the ATLIS program, HHSC will enter into incentive arrangements with MCOs for achieving certain milestones on a semi-annual basis, so the milestones will build on prior accomplishments over five years.
ACTION REQUESTED OR ALTERNATIVES:	Request approval.

ATTACHMENTS:

File Name	Description	Type
ATLIS_Program_SFY2026_IGT_Notification.pdf	ATLIS Notification	Cover Memo
ATLIS_Program.pdf	ATLIS Overview	Backup Material

APPROVED

12/9/25

KYLE KACAL — **Date**

ACTING County Judge

Nina Payne

From: James Flores <jamesflores@ahcv.com>
Sent: Monday, December 1, 2025 4:56 PM
To: Nina Payne; Mindy L. Junek; Edward C. Bull; Cristian T. Villarreal; Marci Turner
Cc: Justin Flores; Kimberly Lam; Colt Sullivan; Sherra Mershon
Subject: ATLIS Program SFY2026 IGT Notification – First Payment - Brazos County LPPF
Attachments: 20251201 FY25 ATLIS First IGT Allocation Form - Brazos County.xlsx; 20251201 FY25 ATLIS First IGT Jefferson SDA Allocation Form - Brazos County.xlsx; 20251201 FY25 ATLIS First IGT MRSA NE SDA Allocation Form - Brazos County.xlsx

Brazos County Disclaimer
***** This is an email from an EXTERNAL source. DO NOT click links or open attachments unless you recognize the sender and have verified that the content is safe. Never enter USERNAME, PASSWORD or sensitive information on pages linked from this email.*****

Good afternoon, Brazos County Team,

As you know, the upcoming ATLIS SFY26 First IGT is taking place on **Friday, December 5th**. Accordingly, the hospitals participating in the Brazos County LPPF would like to request the following IGT amounts noted below. (Please review the accompanying allocation.)

ATLIS SFY26 First Round – Total Requested IGT amount $1,492,326.89

- **MRSA Central SDA - $1,033,578.55**
- **MRSA Northeast SDA - $143,906.95**
- **Jefferson SDA - $314,841.39**

Brazos County LPPF should submit **three** TexNet trace sheets and allocation forms (attached) for the amount noted above attributable to each SDA. It is not sufficient to provide one TexNet Trace sheet.

HHSC requires these amounts to be entered into TexNet no later than the close of business **12/5/2025 with a settlement date of 1/2/2026.** These funds will need to be placed in the **"ATLIS"** Bucket. Upon successful completion of the IGT, please submit a PDF of the TexNet trace sheets and allocation forms to HHSC_ATLIS_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet trace sheet submission to HHSC on or before the deadline noted above.

Please do not hesitate to reach out to the team with any questions.

Regards,

James Flores | Financial Analyst
Adelanto HealthCare Ventures L.L.C.
401 W. 15th Street, Suite 840
Austin, TX 78701
Direct: (254) 718-3344
http://www.ahcv.com/

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>
Sent: Monday, November 24, 2025 3:03 PM
To: James Flores <jamesflores@ahcv.com>
Subject: ATLIS Program SFY2026 IGT Notification – First Payment

CAUTION EXTERNAL EMAIL: This email originated from an external email address. Do not click links, open attachments, or share information unless you recognize the sender and know the content is safe.

Having trouble viewing this email? View it as a Web page.

ATLIS Program SFY2026 IGT Notification – First Payment

HHSC is providing notification of the Intergovernmental Transfers (IGT) call for the Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS) state fiscal year (SFY) 2026 First Payment.

ATLIS SFY2026 First Payment Calculation File for each Service Delivery Area (SDA) has been updated as of Nov. 24, 2025. The file can be found under the "Announcements" heading on the Hospitals & Clinic Services page on the Provider Finance Department (PFD) website.

IGT transfer amounts are in **Column K** on the "IGT Calculation" tab of the ATLIS SFY 2026 First Half Suggested IGT file.

- **Dec. 5, 2025:** Last day to schedule transfer in TexNet and to submit the trace sheet to the PFD Payments ATLIS Team.
- **Jan. 2, 2026:** IGT settlement date.
- **Jan. 2026:** Payments expected to Managed Care Organizations.

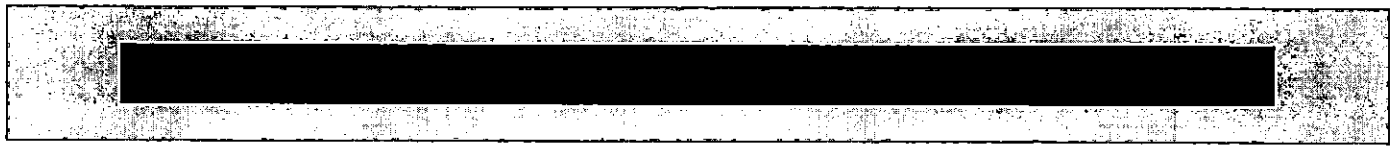
This settlement date is non-negotiable.

The funds need to be placed in the "ATLIS" Bucket.

Funds should be transferred through TexNet using the TexNet instructions. After transferring funds, email a screenshot or PDF of the confirmation or trace sheet to the PFD Payments ATLIS Team.

It is important to designate which SDA the IGT is intended to support.

Email any general questions regarding the calculation to the PFD Hospital Services Team.



You have subscribed to get updates about Texas Health and Human Services (HHS). For more information about HHS, please visit our website.

Stay Connected

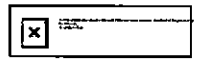
 (en español)



Subscriber Services

Manage Preferences | Unsubscribe | Help

This email was sent to jamesflores@ahcv.com using govDelivery Communications Cloud on behalf of: Texas Health and Human Services Commission · 707 17th St, Suite 4000 · Denver, CO 80202





The Medicaid Managed Care Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program

Description

Under the authority of 42 C.F.R. § 438.6(b)(2) and in accordance with the Texas UMCM Chapter 6, the Medicaid Managed Care Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (a.k.a. The ATLIS) will enter into incentive arrangements with Medicaid Managed Care Organizations (MCOs) for achieving certain milestones on a semi-annual basis with the intention that the milestones will build on prior accomplishments over a 5-year period. The milestones will center around MCO achievement of necessary actions required to implement the structures, processes, and use of client data transmitted electronically between MCOs and providers in their networks to improve client outcome measures and to implement, evaluate, improve, and mature alternative payment models (APMs) for Medicaid beneficiaries.

Texas September 2021 Medicaid Managed Care Strategies and Goals that the Program is Designed to Advance: This incentive payment would meet the following goals and objectives of the Texas Managed Care Quality Strategy.

3. Providing the right care in the right place at the right time to ensure people can easily navigate the health system to receive timely services in the least intensive or restrictive setting appropriate.
   - Objective a. Reduced rate of avoidable hospital admissions and readmissions.
   - Objective b. Reduced rate of avoidable emergency department visits.
   - Objective e. Optimized care transitions and care coordination.
5. Promoting effective practices for people with chronic, complex, and serious conditions to improve people's quality of life and independence, reduce mortality rates, and better manage the leading drivers of health care costs regardless of where they live in Texas.
   - Objective d. Increased prevention, identification, treatment, and management of behavioral and mental health.
6. Attracting and retaining high-performing Medicaid providers, including medical, behavioral health, dental, and long-term services and supports providers to participate in team based, collaborative, and coordinated care.
   - Objective c. Providers actively monitor patient outcomes and perspectives to address their needs and improve healthcare delivery.
   - Objective e. Timely and efficient exchange of health information and increased interoperability.

DRAFT

Problem Statement

Despite recent efforts to advance Health Information Exchange (HIE) participation, barriers to connectivity persist. Whether lack of information about HIE benefits, absence of infrastructure, hesitancy to share data, or other reasons, the inconsistency in connectivity across the state of Texas has inhibited efficient data sharing that would provide actionable data to improve the quality of care delivered to individuals in Medicaid.

The Medicaid Managed Care Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program

The Centers for Medicare and Medicaid Services (CMS) has signaled that quality measurement will be moving toward all-digital platforms, and NCQA HEDIS measures are following suit. Enhancing connectivity between providers and payers and the types of data that are exchanged will help the state meet those expectations and ultimately, reduce provider and MCO administrative burden.

Based on reporting in the CHIRP program, the various classes of hospitals have differing levels of connectivity. Some hospitals are connected to regional HIEs that share data with the Texas Health Services Authority (THSA), a state-level health information exchange established by the Texas Legislature. Some hospitals are connected directly with THSA. Some remain unconnected or connect only to a regional or national HIE that may not exchange data with payers or HHSC. Likewise, the MCOs have different levels of connectivity to regional or state HIE. As such, the first year of the program would require an assessment of current connectivity and interoperability status to identify and quantify opportunities for improving health information exchange. As the program progresses, HHSC proposes to add additional process and outcome measures that will assess the impact of improved data exchange on the health outcomes of Medicaid beneficiaries.

Aligning Technology by Linking Interoperable Systems (ATLIS) Multi-year Improvement Pathway

Program Year (Rating Period)	Example MCO Metrics by Year[1]
Year 1 (September 1, 2024-August 31, 2025)	Quantified Assessment of Baseline HIE Connectivity and Interoperability, including data by provider class regarding: number and percentage of MCO's network providers submitting admit, discharge, transfer (ADT) data to the Medicaid program's Emergency Department Event Notification (EDEN) system through a regional HIE connected to the Texas Health Services Authority (THSA) or through a direct connection to THSA; number and percentage of MCO's network providers submitting patient or encounter level Consolidated Clinical Document Architecture (CCDA) data to a regional HIE or via a national network; status of MCO's connections or subscriptions to EDEN, regional HIEs, or national HIE networks; number of ADT notices received by the MCO and a qualitative description of how the MCO is using these connections or subscriptions to improve quality of care, implement digital quality measurement, support value-based care and payment strategies, or other relevant actions; and description of MCO's activities to engage and educate network providers on this 438.6(b) program.
Year 2 (September 1, 2025-August 31, 2026)	Increase over baselines established in year 1 on all measures by class – targets set based on class; metrics of the timeliness of data transmission by in-network providers and receipt by MCOs related to ADT and CCDA data, including MCO identifying criteria for further action.

[1] Measures are subject to change based upon operational considerations, technical assistance on reporting requirements, and input from stakeholders. Percentage of funding available by MCO model, SDA, and network class for each MCO may vary to ensure incentives are scaled appropriately to level of effort and difficulty of achievement.

Program Year (Rating Period)	Example MCO Metrics by Year[1]
Year 3 (September 1, 2026-August 31, 2027)	Increase over previous year achievement levels on all measures by in-network class; establish baselines for the number and percentage of birth or delivery event notices received by MCO within 48 hours by network provider class and flagged for follow-up; number and percentage of ADT notification for Medicaid patients identified with mental health-related admission criteria and flagged for follow up by network provider class.
Year 4 (September 1, 2028-August 31, 2029)	Increase over previous year achievement levels on all measures by in-network class; establish a baseline for number and percentage of networked ambulatory clinics receiving ADT notification from the MCO; increase rate of timeliness of post-partum contraceptive care; Increase rate of follow-up after hospitalization for mental illness (FUH) in 7 days; increase rate of follow-up after Emergency Department (ED) Visit for Mental Illness (FUM) in 7 days.
Year 5 (September 1, 2029-August 31, 2030)	Reduce the percentage of total enrollees on MCO panels with five or more emergency department visits in a year; reduce the rate per MCO enrollees for avoidable ED and hospital admissions due to asthma; increase transmission of lab and prescription data.

DRAFT

Post-program Desired Outcome

Greater connectivity across the state will positively impact the health outcomes of Medicaid beneficiaries. Better exchange of actionable data also will help payers and providers advance their APMs. Ultimately, in future iterations, the program could incorporate additional provider types, such as ambulatory providers and mental health providers, into connectivity metrics that MCOs would be accountable for to drive improvement in follow-up care and providers' ability to participate with transparency in APMs.

Year 1 MCO Achievement Milestones

1. **MCO Achievement Milestone 1 -** By January 15, 2025, the MCO must submit to HHSC in a manner prescribed by HHSC, a Quantified Assessment of Baseline HIE Connectivity and Interoperability, including data by provider class regarding: number and percentage of MCO's network providers, who were in the network on September 1, 2024, submitting ADT data to the Medicaid program's EDEN system through a regional HIE connected to THSA or through a direct connection to THSA; estimated percentage of MCO's emergency department visits occurring in a hospital connected to EDEN; number and percentage of MCO's network providers submitting patient or encounter level CCDA data to a regional HIE or via a national network; status of MCO's connections or subscriptions to EDEN, regional HIEs, or national HIE networks; number of ADT notices received by the MCO and a qualitative description of how the MCO is using these connections or subscriptions to improve quality of care, implement digital quality

The Medicaid Managed Care Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program measurement, support value-based care and payment strategies, or other relevant actions; and description of MCO's activities to engage and educate network providers on this 438.6(b) program. Achievement for the MCO will be measured by quantifying the number of data fields and responses required in the report and calculating a percentage of data completion of the report. An MCO will be measured as having achieved the milestone if the MCO data responses are at a 100% level of completion for data fields related to the MCO's data and the level of completion of data fields related to in-network responding hospitals percentage of data completion is 90% or higher. If an MCO does not achieve both minimum achievement percentages, the MCO will not receive an incentive payment.

To ensure that the MCO has collected responses from a sufficient quantity of in network providers for HHSC to calculate the data completion percentage and for the MCO report to be considered complete by HHSC, the MCO must collect a certification from each in-network provider whose data is included in the MCO report that the HIE connectivity status and subscription information for that provider is accurate and complete. To earn the incentive payment, the MCO must collect this certification from a statistically significant number of in-network providers that were responsible for submitting a significant percentage of hospital claims in the prior fiscal year that the hospital-related data reported to HHSC by the MCO is accurate . The minimum thresholds to demonstrate that an MCO has collected a statistically significant number of provider certifications such that that data may be uses as a future baseline are listed in the table following the Milestone 2 description and achievement standards.

DRAFT

MCO Achievement Milestone 2 - By July 15, 2025, the MCO must report to HHSC in a manner prescribed by HHSC an updated Quantified Assessment of Baseline HIE Connectivity and Interoperability detailing the barriers that the MCO is experiencing in establishing interoperable connectivity of ADT and/or CCDA data by in-network providers, who were in the network on September 1, 2024, and a plan by the MCO to improve the ratio of network providers, who were in the network on September 1, 2024, connected to HIE in the future. Achievement for the MCO will be measured by quantifying the number of data fields and responses required in the report and calculating a percentage of data completion of the report. An MCO will be measured as having achieved the milestone if percentage of the completion of data fields related to responding in-network hospitals is greater than in the preceding measurement period or is 100%. If an MCO does not achieve an improvement over self or maintain a percentage of 100% completion, the MCO will not receive an incentive payment.

To ensure that the MCO has collected responses from a sufficient quantity of in network providers for HHSC to calculate the data completion percentage, the MCO must collect a certification from a statistically significant number of in-network providers, who were in the network on September 1, 2024, that were responsible for submitting a significant percentage of hospital claims in the prior fiscal year that the HIE connection status and data exchange information is accurate and that the in-network provider concurs with the barriers identified by the MCO for the MCO report to HHSC to be considered complete. The minimum thresholds to demonstrate that the number of in-network providers certifying the reported data is valid for use as a future baseline are as follows:

Class of Hospital	Minimum Sample Size of In-Network Providers Certifying the Data	Minimum Percentage of Prior Year Unique Claims Associated with the In-Network Providers Certifying the Data
Rural	98% Confidence Level with a 2% Interval	95%
Children's	90% Confidence Level with a 2% Interval	95%
Urban	90% Confidence Level with a 10% Interval	95%
State-Owned Non-IMD	95% Confidence Level with a 5% Interval	95%

DRAFT

Year 1 Achievement Milestone Chart by Managed Care Model, Service Delivery Area, and Network Class Type

Managed Care Model	Service Delivery Area	MCO Network Provider Type Associated with MCO Achievement Milestones	Incentive Arrangement Earned Expressed as Percent of MCO Capitation Payments
STAR	**Bexar**	**Children's**	**0.00%**
STAR	**Bexar**	**Rural**	**0.25%**
STAR	**Bexar**	**State-owned non-IMD**	**0.00%**
STAR	**Bexar**	**Urban**	**4.75%**
STAR	**Dallas**	**Children's**	**0.75%**
STAR	**Dallas**	**Rural**	**0.25%**
STAR	**Dallas**	**State-owned non-IMD**	**0.00%**
STAR	**Dallas**	**Urban**	**4.00%**
STAR	**El Paso**	**Children's**	**0.50%**
STAR	**El Paso**	**Rural**	**0.25%**
STAR	**El Paso**	**State-owned non-IMD**	**0.00%**
STAR	**El Paso**	**Urban**	**4.25%**

Managed Care Model	Service Delivery Area	MCO Network Provider Type Associated with MCO Achievement Milestones	Incentive Arrangement Earned Expressed as Percent of MCO Capitation Payments
STAR	Harris	Children's	0.50%
STAR	Harris	Rural	0.10%
STAR	Harris	State-owned non-IMD	0.50%
STAR	Harris	Urban	3.90%
STAR	Hidalgo	Children's	0.00%
STAR	Hidalgo	Rural	0.25%
STAR	Hidalgo	State-owned non-IMD	0.00%
STAR	Hidalgo	Urban	4.75%
STAR	Jefferson	Children's	0.00%
STAR	Jefferson	Rural	1.00%
STAR	Jefferson	State-owned non-IMD	0.00%
STAR	Jefferson	Urban	4.00%
STAR	Lubbock	Children's	0.50%
STAR	Lubbock	Rural	1.00%
STAR	Lubbock	State-owned non-IMD	0.00%
STAR	Lubbock	Urban	3.50%
STAR	MRSA Central	Children's	0.00%
STAR	MRSA Central	Rural	1.75%
STAR	MRSA Central	State-owned non-IMD	0.00%
STAR	MRSA Central	Urban	3.25%
STAR	MRSA Northeast	Children's	0.00%
STAR	MRSA Northeast	Rural	3.50%
STAR	MRSA Northeast	State-owned non-IMD	0.50%
STAR	MRSA Northeast	Urban	1.00%
STAR	MRSA West	Children's	0.00%
STAR	MRSA West	Rural	3.00%
STAR	MRSA West	State-owned non-IMD	0.00%

Managed Care Model	Service Delivery Area	MCO Network Provider Type Associated with MCO Achievement Milestones	Incentive Arrangement Earned Expressed as Percent of MCO Capitation Payments
STAR	MRSA West	Urban	2.00%
STAR	Nueces	Children's	0.25%
STAR	Nueces	Rural	0.50%
STAR	Nueces	State-owned non-IMD	0.00%
STAR	Nueces	Urban	4.25%
STAR	Tarrant	Children's	0.50%
STAR	Tarrant	Rural	0.50%
STAR	Tarrant	State-owned non-IMD	0.00%
STAR	Tarrant	Urban	4.00%
STAR	Travis	Children's	0.50%
STAR	Travis	Rural	0.75%
STAR	Travis	State-owned non-IMD	0.00%
STAR	Travis	Urban	3.75%
STAR Kids	Bexar	Children's	4.50%
STAR Kids	Bexar	Rural	0.00%
STAR Kids	Bexar	State-owned non-IMD	0.00%
STAR Kids	Bexar	Urban	0.50%
STAR Kids	Dallas	Children's	4.50%
STAR Kids	Dallas	Rural	0.00%
STAR Kids	Dallas	State-owned non-IMD	0.00%
STAR Kids	Dallas	Urban	0.50%
STAR Kids	El Paso	Children's	4.50%
STAR Kids	El Paso	Rural	0.00%
STAR Kids	El Paso	State-owned non-IMD	0.00%
STAR Kids	El Paso	Urban	0.50%
STAR Kids	Harris	Children's	4.50%
STAR Kids	Harris	Rural	0.00%

Managed Care Model	Service Delivery Area	MCO Network Provider Type Associated with MCO Achievement Milestones	Incentive Arrangement Earned Expressed as Percent of MCO Capitation Payments
STAR Kids	Harris	State-owned non-IMD	0.00%
STAR Kids	Harris	Urban	0.50%
STAR Kids	Hidalgo	Children's	4.50%
STAR Kids	Hidalgo	Rural	0.00%
STAR Kids	Hidalgo	State-owned non-IMD	0.00%
STAR Kids	Hidalgo	Urban	0.50%
STAR Kids	Jefferson	Children's	4.50%
STAR Kids	Jefferson	Rural	0.00%
STAR Kids	Jefferson	State-owned non-IMD	0.00%
STAR Kids	Jefferson	Urban	0.50%
STAR Kids	Lubbock	Children's	4.50%
STAR Kids	Lubbock	Rural	0.00%
STAR Kids	Lubbock	State-owned non-IMD	0.00%
STAR Kids	Lubbock	Urban	0.50%
STAR Kids	MRSA Central	Children's	4.50%
STAR Kids	MRSA Central	Rural	0.00%
STAR Kids	MRSA Central	State-owned non-IMD	0.00%
STAR Kids	MRSA Central	Urban	0.50%
STAR Kids	MRSA Northeast	Children's	4.50%
STAR Kids	MRSA Northeast	Rural	0.00%
STAR Kids	MRSA Northeast	State-owned non-IMD	0.00%
STAR Kids	MRSA Northeast	Urban	0.50%
STAR Kids	MRSA West	Children's	4.50%
STAR Kids	MRSA West	Rural	0.00%
STAR Kids	MRSA West	State-owned non-IMD	0.00%
STAR Kids	MRSA West	Urban	0.50%
STAR Kids	Nueces	Children's	4.50%

Managed Care Model	Service Delivery Area	MCO Network Provider Type Associated with MCO Achievement Milestones	Incentive Arrangement Earned Expressed as Percent of MCO Capitation Payments
STAR Kids	Nueces	Rural	0.00%
STAR Kids	Nueces	State-owned non-IMD	0.00%
STAR Kids	Nueces	Urban	0.50%
STAR Kids	Tarrant	Children's	4.50%
STAR Kids	Tarrant	Rural	0.00%
STAR Kids	Tarrant	State-owned non-IMD	0.00%
STAR Kids	Tarrant	Urban	0.50%
STAR Kids	Travis	Children's	4.50%
STAR Kids	Travis	Rural	0.00%
STAR Kids	Travis	State-owned non-IMD	0.00%
STAR Kids	Travis	Urban	0.50%
STAR PLUS	Bexar	Children's	0.00%
STAR PLUS	Bexar	Rural	0.25%
STAR PLUS	Bexar	State-owned non-IMD	0.00%
STAR PLUS	Bexar	Urban	4.75%
STAR PLUS	Dallas	Children's	0.00%
STAR PLUS	Dallas	Rural	0.25%
STAR PLUS	Dallas	State-owned non-IMD	0.00%
STAR PLUS	Dallas	Urban	4.75%
STAR PLUS	El Paso	Children's	0.00%
STAR PLUS	El Paso	Rural	0.25%
STAR PLUS	El Paso	State-owned non-IMD	0.00%
STAR PLUS	El Paso	Urban	4.75%
STAR PLUS	Harris	Children's	0.00%
STAR PLUS	Harris	Rural	0.00%
STAR PLUS	Harris	State-owned non-IMD	0.00%
STAR PLUS	Harris	Urban	5.00%

Managed Care Model	Service Delivery Area	MCO Network Provider Type Associated with MCO Achievement Milestones	Incentive Arrangement Earned Expressed as Percent of MCO Capitation Payments
STAR PLUS	Hidalgo	Children's	0.00%
STAR PLUS	Hidalgo	Rural	0.10%
STAR PLUS	Hidalgo	State-owned non-IMD	0.00%
STAR PLUS	Hidalgo	Urban	4.90%
STAR PLUS	Jefferson	Children's	0.00%
STAR PLUS	Jefferson	Rural	1.00%
STAR PLUS	Jefferson	Urban	4.00%
STAR PLUS	Lubbock	Children's	0.00%
STAR PLUS	Lubbock	Rural	2.00%
STAR PLUS	Lubbock	State-owned non-IMD	0.00%
STAR PLUS	Lubbock	Urban	3.00%
STAR PLUS	MRSA Central	Children's	0.00%
STAR PLUS	MRSA Central	Rural	1.75%
STAR PLUS	MRSA Central	State-owned non-IMD	0.00%
STAR PLUS	MRSA Central	Urban	3.25%
STAR PLUS	MRSA Northeast	Children's	0.00%
STAR PLUS	MRSA Northeast	Rural	3.50%
STAR PLUS	MRSA Northeast	State-owned non-IMD	0.00%
STAR PLUS	MRSA Northeast	Urban	1.50%
STAR PLUS	MRSA West	Children's	0.00%
STAR PLUS	MRSA West	Rural	3.00%
STAR PLUS	MRSA West	State-owned non-IMD	0.00%
STAR PLUS	MRSA West	Urban	2.00%
STAR PLUS	Nueces	Children's	0.00%
STAR PLUS	Nueces	Rural	2.00%
STAR PLUS	Nueces	State-owned non-IMD	0.00%
STAR PLUS	Nueces	Urban	3.00%

Managed Care Model	Service Delivery Area	MCO Network Provider Type Associated with MCO Achievement Milestones	Incentive Arrangement Earned Expressed as Percent of MCO Capitation Payments
STAR PLUS	Tarrant	Children's	0.00%
STAR PLUS	Tarrant	Rural	0.75%
STAR PLUS	Tarrant	State-owned non-IMD	0.00%
STAR PLUS	Tarrant	Urban	4.25%
STAR PLUS	Travis	Children's	0.00%
STAR PLUS	Travis	Rural	0.50%
STAR PLUS	Travis	State-owned non-IMD	0.00%
STAR PLUS	Travis	Urban	4.50%

DRAFT

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of the Interlocal Agreement between Brazos County and the City of Bryan establishing the County's responsibility of up-front and ongoing costs for CIP #26-515, CAD Upgrade. Cost was determined based on the percentage of calls for service to County law enforcement agencies. Funding for this project was previously approved by this Commissioners Court and adopted into the FY26 County Budget.

TO: Commissioners Court

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Central_Square_CAD_Brazos_County_Reimbursement_ILA.pdf	Central Square CAD Brazos County Reimbursement ILA	Cover Memo
City_of_Bryan_-_Solutions_Agreement_-_MSA_-_Exhibit_A.pdf	City of Bryan - Solutions Agreement - MSA - Exhibit A	Cover Memo
Ent_CAD_numbers_-_Exhibit_B.pdf	Ent CAD numbers - Exhibit B.pdf	Cover Memo

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN CITY OF BRYAN AND COUNTY OF BRAZOS FOR THE OPERATION AND MAINTENANCE OF THE CENTRALSQUARE TECHNOLOGIES ENTERPRISE CAD SYSTEM AND SERVICES

This Interlocal Agreement ("Agreement") is made by and between the City of Bryan, a Texas home-rule municipal corporation ("City"), Brazos County, Texas, a political subdivision of the State of Texas ("County"), and the four political subdivisions organized under Chapter 775 of the Texas Health and Safety Code, specifically Brazos County Emergency Services District No. 1 ("ESD No. 1"), Brazos County Emergency Services District No. 2 ("ESD No. 2"), Brazos County Emergency Services District No. 3 ("ESD No. 3"), and Brazos County Emergency Services District No. 4 ("ESD No. 4") (collectively, the City, County, ESD No. 1, ESD No. 2, ESD No. 3, and ESD No. 4 are referred to as the "Parties").

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the Parties have determined that the joint ownership and operation of a Computer-Aided Dispatch (CAD) system is necessary for efficient public safety operations and emergency response, which benefits the citizens of both the City of Bryan and Brazos County; and

WHEREAS, the Parties agree that CentralSquare Technologies is the appropriate system for this purpose; and

WHEREAS, the City of Bryan intends to enter into a Master Service Agreement ("MSA") with CentralSquare Technologies that provides for a multi-agency license for the use of CentralSquare Technologies Enterprise CAD; and

WHEREAS, the City of Bryan, as the entity with privity of contract with CentralSquare Technologies, would be responsible for the contract obligations to the extent permitted under the law; and

WHEREAS, the Parties intend that the cost for services under the MSA as well as the obligations and liabilities should be allocated between the Parties; and

WHEREAS, the Parties acknowledge that the purpose of this Agreement is to establish a cooperative framework under which the Parties agree to share the cost and administration of the CentralSquare Technologies Enterprise CAD System and Services, including but not limited to hardware and software maintenance, security patches, performance monitoring, backups, and support services;

NOW, THEREFORE, the Parties agree as follows:

I. TERM AND TERMINATION

1.01 Initial Term. This Agreement shall be effective for five (5) years commencing on January 13, 2026 and ending on January 13, 2031.

1.02 Renewal Term. This Agreement will automatically renew for additional one (1) year terms unless earlier terminated as provided herein.

1.03 Termination. A Party may terminate this Agreement by providing written notice to the other Party ninety (90) days prior to the expiration of the then current term.

1.04 Current Revenues. All obligations of the Parties under this Agreement that require the expenditure of public funds are conditioned upon the availability of current revenues appropriated for that purpose. A Party may terminate this Agreement without penalty or cost before any subsequent year if the Party is unable to secure funding through the Party's governing body approval process.

II. OBLIGATIONS OF THE PARTIES

2.01 City shall provide to County a license for use of CentralSquare Technologies Enterprise CAD System and Services by the County, ESD No. 1, ESD No. 2, ESD No. 3, and ESD No. 4 (collectively, the "Licensees") during the term of this Agreement. The license is more particularly described in the MSA in attached **Exhibit A**.

2.02 Billing and Payment. Licensees shall individually reimburse City for the license for use of CentralSquare Technologies Enterprise CAD System and Services as indicated in **Exhibit B** ("Reimbursement Amount Due"). City will invoice each of the Licenses for the Reimbursement Amount Due. The Reimbursement Amount Due shall be payable within sixty (60) days after the date of invoice.

2.03 Licensees individually agree to follow all terms and conditions for access and use of the CentralSquare Technologies Enterprise CAD System and Services as indicated in **Exhibit A**.

III. LIABILITY AND INSURANCE

3.01 Subject to the limitations as to damages and liability under the Texas Tort Claims Act, and without waiving its governmental immunity, each party to this Agreement agrees to hold harmless each other, its governing body, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to be caused, directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees as a result of its performance under this Agreement. Each Party to this Agreement agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees, and agents.

3.02 The Parties do not waive and do intend to assert any available defenses and/or limitations on liability. No Party shall be considered to be an agent of any other Party. The Parties acknowledge that none of the parties has waived its sovereign immunity by entering into this Agreement.

3.03 The Parties shall each maintain general liability and cybersecurity insurance or equivalent self-insurance coverage.

IV. NOTICE

4.01 Any notices sent under this Agreement shall be deemed served when delivered via certified mail, return receipt requested to the addresses designated herein or as may be designated in writing by the parties. Notice shall be given to the following:

CITY OF BRYAN, TEXAS:
City Manager
P.O. Box 1000
Bryan, Texas 77805

BRAZOS COUNTY, TEXAS:
County Judge
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 1, TEXAS:
Board President
P.O. Box 696
Millican, Texas 77866

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 2, TEXAS:
Board President
P.O. Box 105
Kurten, Texas 77862

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 3, TEXAS:
Board President
3708 E. 29th St. #206
Bryan, TX 77802

BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 4, TEXAS:
Board President
P.O. Box 7102
Bryan, Texas 77805

V. MISCELLANEOUS

5.01 Savings Clause. If one or more provisions or terms contained in this Agreement shall, for any reason, be held invalid, illegal, or otherwise unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision or term hereof and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision or term had never been contained herein.

5.02 Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.

5.03 No Waiver. Failure of any Party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement or the right of any Party to enforce each and every provision of this Agreement. No terms of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived.

5.04 Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes

[SIGNATURE PAGE FOLLOWS]

CITY OF BRYAN

Bobby Gutierrez, Mayor

Date:

BRAZOS COUNTY

Kyle Kacal, Acting County Judge

Date: 12/9/25

BRAZOS COUNTY ESD NO. 1

Rodger Stout, Board President

Date:

BRAZOS COUNTY ESD NO. 2

Dan Wilkerson, Board President

Date:

BRAZOS COUNTY ESD NO. 3

Thomas Goehl, Board President

Date:

BRAZOS COUNTY NO. 4

Steve Godby, Board President

Date:

ATTEST:

Melissa Brunner, City Secretary

Date:

ATTEST:

Karen McQueen, County Clerk

Date: 12/9/25

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

Date:

APPROVED AS TO FORM:

Edward C. Bull IV, General Counsel

Date 12/9/25

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of Bryan, TX** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, Customer entered into a prior agreement for Software products with TriTech Software Systems, a CentralSquare Technologies, LLC company, as successor in interest to Tiburon, Inc; and

WHEREAS, Customer is a currently licensed end user of the TriTech Software; and

WHEREAS, through asset purchase, CentralSquare is the owner of all TriTech Software products, services, and contractual obligations, including those related to Tiburon; and

WHEREAS, Customer desires to discontinue use of the TriTech Software products and upgrade to the CentralSquare Software solution identified in Exhibit 1 to this Agreement; and

WHEREAS, this Agreement shall replace and supersede any and all prior agreements directly related to the TriTech Software products being replaced by this Agreement.

WHEREAS, CentralSquare licenses and gives access to certain Software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

1000 Business Center Drive Lake Mary, FL 32746	801 East 29th Street, Bryan, TX , 77803
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: PSJ Enterprise

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party ninety (90) days prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Provisions Required by Statute.

CentralSquare must submit a disclosure of interested parties to Customer, as applicable under Section 2258.908 of the Texas Government Code, for any contract that requires approval by the City Council. The disclosure must be submitted at the time that CentralSquare submits the signed contract and on a form prescribed by the Texas Ethics Commission.

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

CentralSquare verifies, to the extent authorized by law and as applicable under Section 2271.002 of the Texas Government Code, that for any contract that has a value of $100,000 or more, it does not, and will not for the duration of this contract, boycott Israel.

CentralSquare verifies that neither it, nor its parent company, is (1) majority owned or controlled by individuals who are citizens of China, Iran, North Korea, or Russia, or by a company or other entity that is owned or directly controlled by the government of China, Iran, North Korea, Russia; (2) headquartered in any of those countries, as prohibited by Section 2275.0102 of the Texas Government Code.

Standard Terms and Conditions

1. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, Software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, Software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. "**Delivery**" means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. "**End User Training**" means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. "**Hardware**" means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support).

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable between both parties by a successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the Software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the Software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, Software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any Software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a non-Subscription based "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional Software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any Software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use Software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the Software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare Software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any Software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use Software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.6. Managed Services Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any Defect or warranty claims in accordance with Exhibit 8.

2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders. The Customer shall also be granted these Reservation of Rights for its own Intellectual Property in place prior to this Agreement.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, Software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any Software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, Software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing Software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. For on-premise audits, if conducted, CentralSquare shall follow all IT security provisions and protocols while on-site and

give at least thirty (30) day notice of such audit. On-premise audits may only occur once per year. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees. Any Third Party audits will be bound by a confidentiality agreement.

5. **Customer Obligations**.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement, so long as notification is provided in accordance with Section 3.1 of the Statement of Work.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. **Professional Services**.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**") as needed to perform the Professional Services and implement the Software in the Agreement. Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material. Contributed material does not include Customer Data. This section does not apply to Intellectual Property Rights described in section 2.7.

6.3. Federal Grant Funds. CentralSquare shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment. Additionally, CentralSquare shall not discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect their status as an employee based on race, color, religion, sex, national origin, age, medical condition, marital status, sexual orientation, gender identity, genetic information, veteran status, or disability, or any other characteristic or classification protected by applicable law. Not Applicable.

6.4. Criminal Justice Information Services. To the extent permissible, the parties acknowledge that any employee of CentralSquare who has been granted Criminal Justice Information Services ("CJIS") clearance in any state within the United States shall be deemed to have satisfied the CJIS clearance requirements under this Agreement. This provision is based on the principle of reciprocity, recognizing the validity of CJIS clearance across state lines.

Notwithstanding the foregoing, CentralSquare shall ensure that all employees comply with the applicable laws and regulations of the state in which services under this Agreement are performed. CentralSquare shall also ensure that all employees continue to meet the standards required for CJIS clearance and shall promptly notify Customer of any changes in an employee's CJIS clearance status.

7. **Confidentiality**.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information, including Customer Data, available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or Software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by court order or pursuant to the Texas Public Information Act. The recipient shall promptly notify the discloser of any order or request for information so that discloser may seek a protective order or other appropriate remedy. Public Record. As this Agreement is public record, CentralSquare is permitted to disclose Customer as a Customer. However, CentralSquare shall not make any statements or representations regarding Customer's opinion of CentralSquare or its services. CentralSquare may reach out to Customer from time to time for references or marketing engagements, subject to Customer's written approval.

8. **Security**.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. **Personal Data**. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where **"data controller"** means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where **"data processor"** means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

10. **Representations and Warranties**.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the Software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the Software does not contain any materials developed by a third party used

by CentralSquare except pursuant to a license agreement; and (d) the Software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the Software contained in this Agreement, CentralSquare shall indemnify and defend the Customer and its officers, directors, employees, and agents pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option and expense, (1) procure for Customer the right to continue using the Software; or (2) replace or modify the Software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty.

10.3.1. Subscription-Based Software

CentralSquare warrants that, for so long as Customer maintains an active subscription and timely pays all applicable subscription fees, the Software will function in a reliable and consistent manner under normal operating conditions.

10.4. **If the Software fails to conform to the applicable warranty, CentralSquare will, as Customer's exclusive remedy, correct any non-conformity in accordance with Exhibit 2 (Maintenance and Support). CentralSquare further warrants that, at the time of Delivery, the Software does not contain any virus or other malicious code.** Services Warranty. CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables, after which Customer shall have another 10-day period to notify non-conformance. Further, if any personnel assigned to this project are replaced, CentralSquare warrants that the replacement personnel will be familiar with the project and posses skills and qualifications comparable to those of the personnel being replaced.

10.5. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare	**CentralSquare Technologies, LLC** **1000 Business Center Dr.** **Lake Mary, FL 32746** **Phone: 407-304-3235** **Attention: Legal/Contracts**
If to Customer:	**City of Bryan** **801 East 29th Street** **Bryan, TX 77803** **Phone: 979-209-5488** **Email: itsupport@bryantx.gov** **Attention: Information Technology**

12. **Force Majeure.**
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, Software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay. In the event of an Excusable Delay event, the delayed Party must notify the other Party of such event and take steps to mitigate its impact, if possible. If any Excusable Delay extends for more than thirty (30) days, the Parties shall meet in good faith to discuss remediation, which may include mutual termination without liability to either Party.

13. **Indemnification.**

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. **"Claim"** in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. **Termination.**

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Current Revenues. All obligations of Customer under this Agreement that require the expenditure of public funds are conditioned on the availability of current revenues appropriated for that purpose. Either Party may terminate this Agreement without penalty or cost before any subsequent year if Customer is unable to secure funding through Customer's governing body's approval process.

15. **Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls. However, in the case of any perpetual license sold, those licenses will continue, without CentralSquare support, in perpetuity so long as the Software is used in accordance with this agreement. ; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination and without added expense to the Customer, deliver to Customer in CentralSquare's standard format the then most recent

version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination. CentralSquare will delete all Customer Data in its possession after the return of Customer Data or after sixty (60) days if Customer Data is not requested by Customer.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, Software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. **Assignment**. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.CentralSquare shall promptly provide notice to Customer of any assignment.

17. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction located in Brazos County, Texas.

18. **Waiver/Severability**. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. **LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

19.2. **EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED TWO TIMES THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. **Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. **Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide Software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-

party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. **Subcontractors**. CentralSquare may from time to time, with written approval from the Customer, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide Software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. **Entire Agreement**. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. **Amendment**. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

25. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. **Counterparts**. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases**. The Parties agree that other entities ("Cooperative Customers") may use this Agreement as a purchasing vehicle for similar CentralSquare Software and services. Terms and conditions specific to each Cooperative Customer's purchase, including but not limited to pricing, payment terms, and scope of work, shall be negotiated separately between CentralSquare and the Cooperative Customer. A separate contract and any necessary supplemental documents shall be developed independently from this Agreement for each Cooperative Customer, and each such contract shall be fully independent of the others. The original Customer shall not be a party to any agreements made between CentralSquare and Cooperative Customers and will not incur any liability related to specifications, delivery, payment, or any other aspect of purchases made by Cooperative Customers.

29. **Order of Precedence**.

    29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

        29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

    29.2. Customer's purchase order terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

    29.3. Incorporated Exhibits to this Agreement:

    Exhibit 1: Solution(s) and Services Fee Schedule

    Exhibit 2: Maintenance & Support

    Exhibit 3: CentralSquare Access Management Policy

    Exhibit 4: Certificate of Insurance (Evidence of Coverage)

    Exhibit 5: Statement of Work

    Exhibit 6: Using/Accessing Agency Guidelines (if applicable)

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-175454
TIPS Contract #: 220105

WHAT SOFTWARE IS INCLUDED?

BRAZOS CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Std Enterprise CAD to External Incident Data Transfer (OP) Annual Subscription Fee - Axon RMS (Brazos)	1	6,500.00	- 2,613.00	3,887.00

BRAZOS CAD Software Subtotal	6,500.00 USD
BRAZOS CAD Software Discount	- 2,613.00 USD
BRAZOS CAD Software Total	3,887.00 USD

BRAZOS MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
2.	Enterprise Mobile Base Position w/ CJIS/NCIC Forms (OP) Annual Subscription Fee - Brazos Law	102	400.00	- 16,401.60	24,398.40
3.	Enterprise Mobile Mapping (OP) Annual Subscription Fee - Brazos Mobile	102	100.00	- 4,100.40	6,099.60

Brazos Mobile Software Subtotal	51,000.00 USD
Brazos Mobile Software Discount	- 20,502.00 USD
Brazos Mobile Software Total	30,498.00 USD

BRYAN CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
4.	Enterprise CAD LPR Interface (OP) Annual Subscription Fee - Flock	1	7,000.00	- 2,814.00	4,186.00
5.	Enterprise CAD Zetron Max Station Alert Interface (OP) Annual Subscription Fee - Custom	1	15,500.00	- 6,231.00	9,269.00
6.	Standard Alpha Numeric Paging Interface (OP) Annual Subscription Fee - Active911	1	3,900.00	- 1,567.80	2,332.20
7.	Std Enterprise CAD to External Incident Data Transfer (OP) Annual Subscription Fee - Axon RMS (Bryan PD)	1	6,500.00	- 2,613.00	3,887.00

8.	Std Enterprise CAD to External Incident Data Transfer (OP) Annual Subscription Fee - ESO Bryan Fire & EMS	1	6,500.00	-2,613.00	3,887.00

Bryan CAD Software Subtotal	39,400.00 USD
Bryan CAD Software Discount	-15,838.80 USD
Bryan CAD Software Total	23,561.20 USD

BRYAN MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
9.	Enterprise Mobile Base Position (OP) Annual Subscription Fee - Bryan Fire	37	300.00	-4,462.20	6,637.80
10.	Enterprise Mobile Base Position w/ CJIS/NCIC Forms (OP) Annual Subscription Fee - Bryan Police	81	400.00	-13,024.80	19,375.20
11.	Enterprise Mobile Mapping (OP) Annual Subscription Fee - Bryan Mobile	118	100.00	-4,743.60	7,056.40
12.	Enterprise Mobile Mapping (OP) Annual Subscription Fee - Bryan PD	5	100.00	-201.00	299.00
13.	Enterprise Mobile Mapping (OP) Annual Subscription Fee - Bryan FD	5	100.00	-201.00	299.00
14.	Enterprise Mobile X Position (OP) Annual Subscription Fee - Bryan PD	5	200.00	-402.00	598.00
15.	Enterprise Mobile X Position (OP) Annual Subscription Fee - Bryan FD	5	200.00	-402.00	598.00

Bryan Mobile Software Subtotal	58,300.00 USD
Bryan Mobile Software Discount	-23,436.60 USD
Bryan Mobile Software Total	34,863.40 USD

BRYAN-BRAZOS CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
16.	Enterprise CAD Mapping (OP) Annual Subscription Fee	15	200.00	-1,206.00	1,794.00
17.	Enterprise CAD Mapping Test or Training (OP) Annual Subscription Fee	13	200.00	-1,045.20	1,554.80
18.	Enterprise CAD Position (OP) Annual Subscription Fee	15	4,300.00	-25,929.00	38,571.00
19.	NCIC/State Query Position for Enterprise CAD (OP) Annual Subscription Fee	15	200.00	-1,206.00	1,794.00

Bryan-Brazos CAD Software Subtotal	73,100.00 USD
Bryan-Brazos CAD Software Discount	-29,386.20 USD
Bryan-Brazos CAD Software Total	43,713.80 USD

SHARED CAD

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
20.	CentralSquare Identity (OP) Annual Subscription Fee	1	0.00		0.00

21.	CentralSquare Message Switch (OP) Annual Subscription Fee	1	9,500.00	- 3,819.00	5,681.00
22.	CentralSquare Message Switch Additional Provider (OP) Annual Subscription Fee	1	3,200.00	- 1,286.40	1,913.60
23.	CentralSquare Message Switch Additional Transaction (OP) Annual Subscription Fee - Local Warrants Database	2	1,500.00	- 1,206.00	1,794.00
24.	Enterprise CAD Archive Server Software (OP) Annual Subscription Fee	1	1,100.00	- 442.20	657.80
25.	Enterprise CAD GISLink Utility Position (OP) Annual Subscription Fee	1	2,200.00	- 884.40	1,315.60
26.	Enterprise CAD LPR Interface (OP) Annual Subscription Fee - Axon	2	7,000.00	- 5,628.00	8,372.00
27.	Enterprise CAD REST API Annual Subscription Fee	1	9,000.00	- 3,618.00	5,382.00
28.	Enterprise CAD Routing Server - Test or Trn. System (OP) Annual Subscription Fee	1	1,300.00	- 522.60	777.40
29.	Enterprise CAD Routing Server (OP) Annual Subscription Fee	1	8,100.00	- 3,256.20	4,843.80
30.	Enterprise CAD Server Software (OP) Annual Subscription Fee	1	13,000.00	- 5,226.00	7,774.00
31.	Enterprise CAD Situational Awareness Manager (SAM) (OP) Annual Subscription Fee	1	4,300.00	- 1,728.60	2,571.40
32.	Enterprise CAD Test or Training System (OP) Annual Subscription Fee	1	2,500.00	- 1,005.00	1,495.00
33.	Standard ANI/ALI Interface (OP) Annual Subscription Fee - Motorola VESTA	1	3,900.00	- 1,567.80	2,332.20
34.	Standard EMD Integration (OP) Annual Subscription Fee - Priority Dispatch	12	200.00	- 964.80	1,435.20
35.	Std Enterprise CAD to Third-Party CAD Basic (OP) Annual Subscription Fee - EDC	1	17,300.00	- 6,055.00	11,245.00

Shared CAD Software Subtotal	94,800.00 USD
Shared CAD Software Discount	- 37,210.00 USD
Shared CAD Software Total	57,590.00 USD

SHARED MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
36.	Enterprise Mobile Mapping Test or Training (OP) Annual Subscription Fee	1	100.00	- 40.20	59.80
37.	Enterprise Mobile Server Software (OP) Annual Subscription Fee	1	19,400.00	- 7,798.80	11,601.20
38.	Enterprise Mobile Test or Training System (OP) Annual Subscription Fee	1	2,300.00	- 924.60	1,375.40

Shared Mobile Software Subtotal	21,800.00 USD
Shared Mobile Software Discount	- 8,763.60 USD
Shared Mobile Software Total	13,036.40 USD

VOLUNTEER FIRE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
39.	Enterprise Mobile Mapping (OP) Annual Subscription Fee - District 2 VFD	2	100.00	- 80.40	119.60
40.	Enterprise Mobile Mapping (OP) Annual Subscription Fee - Precinct 3 VFD	5	100.00	- 201.00	299.00
41.	Enterprise Mobile Mapping (OP) Annual Subscription Fee - Precinct 4 VFD	8	100.00	- 321.60	478.40
42.	Enterprise Mobile Mapping (OP) Annual Subscription Fee - District 1 VFD	12	100.00	- 482.40	717.60
43.	Enterprise Mobile X Position (OP) Annual Subscription Fee - District 2 VFD	2	200.00	- 160.80	239.20
44.	Enterprise Mobile X Position (OP) Annual Subscription Fee - Precinct 3 VFD	5	200.00	- 402.00	598.00
45.	Enterprise Mobile X Position (OP) Annual Subscription Fee - Precinct 4 VFD	8	200.00	- 643.20	956.80
46.	Enterprise Mobile X Position (OP) Annual Subscription Fee - District 1 VFD	12	200.00	- 964.80	1,435.20
47.	Standard Alpha Numeric Paging Interface (OP) Annual Subscription Fee - First Due	1	3,900.00	- 1,567.80	2,332.20

Volunteer Fire Software Subtotal	12,000.00 USD
Volunteer Fire Software Discount	- 4,824.00 USD
Volunteer Fire Software Total	7,176.00 USD

SOFTWARE SUMMARY

Software Subtotal	356,900.00 USD
Software Discount	- 142,574.20 USD
Software Total	**214,325.80 USD**

WHAT SERVICES ARE INCLUDED?

SERVICES

	DESCRIPTION	TOTAL
1.	Enterprise CAD API Training - Per Participant - Fixed Fee	10,000.00
2.	Public Safety Consulting Services - Fixed Fee	22,230.00
3.	Public Safety Data Conversion Services - Fixed Fee - Bryan/Brazos	19,500.00
4.	Public Safety Development Services - Fixed Fee	31,200.00
5.	Public Safety GIS/Analytics Services - Fixed Fee	6,630.00
6.	Public Safety Project Management Services - Fixed Fee	27,105.00
7.	Public Safety Technical Services - Fixed Fee	29,835.00
8.	Public Safety Training Services - Fixed Fee	22,230.00
9.	Public Safety Travel & Living Expenses Estimate	34,500.00

Services Services Subtotal	203,230.00 USD
Services Services Discount	- 7,053.00 USD
Services Services Total	196,177.00 USD

SERVICES SUMMARY

Services Subtotal	203,230.00 USD
Services Discount	- 7,053.00 USD
Services Total	**196,177.00 USD**

QUOTE SUMMARY

Software Subtotal	356,900.00 USD
Services Subtotal	203,230.00 USD
Quote Subtotal	560,130.00 USD
Discount	- 149,627.20 USD
Quote Total	**410,502.80 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	214,325.80

The amount totals for Maintenance and/or Subscription on this quote include only the first year of Software use and maintenance.

Type	Amount
Second Year Subscription Total	$ 214,325.80
Third Year Subscription Total	$ 214,325.80
Fourth Year Subscription Total	$ 214,325.80
Fifth Year Subscription Total	$ 214,325.80
Years 2-5 Total	$ 857,303.20

PAYMENT TERMS

Travel & Living Expenses

- Due as Incurred

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- For On-Premise Subscriptions, Annual Subscription Fees shall remain flat for the first five (5) years
    - For Years 6 and 7, the Annual Subscription Fees shall increase by 3%.
    - For Years 8, 9, and 10, the Annual Subscription Fees shall increase by 5%.
-

Services:

Payment Schedule:

Upon sign-off on all applicable Task Completion Reports (TCRs) related to these milestones, an invoice will be due based on the following Payment Schedule:

	Implementation Services
20%	Due on Effective Date
15%	Due at Project Kickoff
20%	Due at completion of 1st End User Training Session
30%	Due at Go Live
15%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.
- If applicable, legacy support and maintenance shall be due until the Delivery Date of the applicable replacement Software. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription Software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party Software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. **Product Updates and Releases**
   1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

   1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

   1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. **Support**
   2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

   2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy. If such support was provided on-site and the reported error is deduced to put CentralSquare at fault due to an act or omission of CentralSquare, then this on-site support trip would come at no cost to the Customer for CentralSquare's investigation, travel, and related services.

3. **Online Support Portal**
   Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services**
   CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or Software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Customer Responsibilities**

   In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

   5.1 Provide hardware, operating system and browser Software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

   5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

   5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of

the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. **Priorities and Support Response Matrix**

The following priority matrix relates to Software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The Software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Non-Critical Priority 3 issues must be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via Https://support.centralsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the Software. Priority 4 issues have no defined resolution time.

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.
10. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
    10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
    10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
11. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
12. **Development Work.** Software support and maintenance does not include development work either (i) on Software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
13. **Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk

storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2024

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

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN130114697-ECIC-GAWU-24-25	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER A: The Charter Oak Fire Insurance Co.	25615
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Travelers Property Casualty Company Of America	25674
	INSURER D: Travelers Casualty And Surety Company	19038
	INSURER E: AIG Specialty Insurance Company	26883
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-005801055-00 **REVISION NUMBER:** 0

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 CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			H-660-6575650-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA-6578569-24-IS-G	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-6580390-24-IS	08/31/2024	08/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WS-6578568-24-IS-G	08/31/2024	08/31/2025	X PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	E&O/Cyber			01-452-21-01	08/31/2024	08/31/2025	Limit SIR	5,000,000 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

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
of Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

EXHIBIT 5
Statement of Work

[Attached]

EXHIBIT 6

Using/Accessing Agency Guidelines

The following agencies are authorized to use the Customer's system in the quantities specified in Exhibit 1. Customer acknowledges and agrees to be responsible for these authorized agencies use of the System and to bind each authorized agency to all terms of the Agreement as reasonably applicable. In the event of breach, or threatened breach of the provisions of the Agreement, Supplier has no adequate contractual remedy with the Authorized agencies and accordingly shall be entitled to pursue remedy direct from the Customer. The Customer shall be the point of contact for each of these authorized agencies in the event that support services are required or requested by said authorized agency. Customer agrees to be responsible for all payment obligations incurred by any authorized agency inclusive of support and any additional purchases under the Change Order/Amendment processes as described in the Agreement.

Accessing Agencies

County of Brazos, TX

********** SIGNATURE PAGE FOLLOWS **********

CITY OF BRYAN:

PREPARED AND RECOMMENDED:

_____

Felipe Othick, IT Systems Supervisor

APPROVED:

_____

Hugh Walker, Acting City Manager

APPROVED FOR PROCESSING:

_____

William Bullock, Deputy Chief Information Officer

_____

Cray Crouse, Chief Information Officer

ATTEST:

_____

Melissa Brunner, City Secretary

Date: _____

APPROVED AS TO FORM:

_____

Thomas A. Leeper, City Attorney

SERVICE PROVIDER:

By: _____

Printed Name: _____

Title: _____

Date: _____

BC		Bryan			Shared			VFD1			VFD2			VFD3			VFD4			Project Services	
	1	$3,887.00		4	$4,186.00		16	$1,794.00		42	$717.60		39	$119.60		40	$299.00		41	$478.40	$196,177.00
	2	$24,398.40		5	$9,269.00		17	$1,554.80		46	$1,435.20		43	$239.20		44	$598.00		45	$956.80	$36,800.00
	3	$6,099.60		6	$2,332.20		18	$38,571.00					47	$1,166.10		47	$1,166.10				
				7	$3,887.00		19	$1,794.00													
				8	$3,887.00		21	$5;681.00													
				9	$6,637.80		22	$1,913.60													
				10	$19,375.20		23	$1,794.00													
				11	$7,056.40		24	$657.80													
				12	$299.00		25	$1,315.60													
				13	$299.00		26	$8,372.00													
				14	$598.00		27	$5,382.00													
				15	$598.00		28	$777.40													
							29	$4,843.80													
							30	$7,774.00													
							31	$2,571.40													
							32	$1,495.00													
							33	$2,332.20													
							34	$1,435.20													
							35	$11,245.00													
							36	$59.80													
							37	$11,601.20													
							38	$1,375.40													
		$34,385.00			$53,424.60			$114,340.20			$2,152.80			$1,524.90			$2,063.10			$1,435.20	$196,177.00	$410,502.80

	Licenses	Sevices FY26	Sevices FY27		FY26	FY27	FY28	FY29	FY30	5 Year Total
BC	$80,121.08	$50,518.94	$42,671.86	**$173,311.88**	$130,640.02	$122,792.94	$80,121.08	$80,121.08	$80,121.08	**$493,796.20**
Bryan	$127,028.72	$75,778.41	$64,007.79	**$266,814.92**	$202,807.13	$191,036.51	$127,028.72	$127,028.72	$127,028.72	**$774,929.80**
VFD1	$2,152.80	$0.00	$0.00	**$2,152.80**	$2,152.80	$2,152.80	$2,152.80	$2,152.80	$2,152.80	**$10,764.00**
VFD2	$1,524.90	$0.00	$0.00	**$1,524.90**	$1,524.90	$1,524.90	$1,524.90	$1,524.90	$1,524.90	**$7,624.50**
VFD3	$2,063.10	$0.00	$0.00	**$2,063.10**	$2,063.10	$2,063.10	$2,063.10	$2,063.10	$2,063.10	**$10,315.50**
VFD4	$1,435.20	$0.00	$0.00	**$1,435.20**	$1,435.20	$1,435.20	$1,435.20	$1,435.20	$1,435.20	**$7,176.00**
	$214,325.80	**$126,297.35**	**$106,679.65**	**$447,302.80**	**$340,623.15**	**$321,005.45**	**$214,325.80**	**$214,325.80**	**$214,325.80**	**$1,304,606.00**

	Implementation Services	Payment	
20%	Due on Effective Date	$39,235.40	FY26
15%	Due at Project Kickoff	$29,426.55	FY26
20%	Due at completion of 1st End User Training Session	$39,235.40	FY26

30%	Due at Go Live	$58,853.10	FY27
15%	Due at completion of Reliability Period	$29,426.55	FY27
	Travel FY26	$18,400.00	FY26
	Travel FY27	$18,400.00	FY27

FY26 Services	$126,297.35
FY27 Services	$106,679.65

40/60 for all services BC/COB

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of the following as they relate to the Lease Agreement for the Parking Spaces in the Roy Kelly Garage:

- a. Leased Parking Space Rates valid through September 30, 2026.
- b. Authorization of the County Judge to countersign parking space leases entered into on behalf of the County.

TO: Commissioners Court

DATE: 12/02/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
2026_Leased_Parking_Space_Rates_For_the_Roy_Kelly_Parking_Garage__Valid_through_September_30_and_Authorization.pdf	2026 Leased Parking Space Rates for the Roy Kelly Parking Garage valid through September 30 and Authorization	Backup Material
Parking_Space_Lease__EB11_25_25.pdf	Parking Space Lease	Backup Material

2026 Leased Parking Space Rates for the Roy Kelly Parking Garage valid through September 30, 2026

and

Authorization of the County Judge to Countersign Parking Leases

A.

NON-RESERVED PARKING SPACE

24-hour Parking: Valid seven (7) days per week, twenty-four (24) hours per day with no general time restrictions. **Cost $50/month plus taxes and fees**. Payment is due on the 1st of each month.

RESERVED PARKING SPACE

24-hour Parking: Valid seven (7) days per week, twenty-four (24) hours per day with no general time restrictions. **Cost $75/month plus taxes and fee**. Payment is due on the 1st of each month.

12/9/25

Kyle Kacal, Acting County Judge

B.

Brazos County Commissioners Court authorizes the County Judge to countersign Parking Space Lease Agreements.

12/9/25

Kyle Kacal, Acting County Judge

BRAZOS COUNTY
RESERVED PARKING SPACE LEASE
ROY KELLY MULTI-MODAL TERMINAL & PARKING GARAGE

Name or Business:

Office phone: Cell phone:

Address:

Vehicle Information: Email:

Year/Make: Model/Color:

This reserved parking lease (the "Lease") is made and entered into this _____ day of _____, 2025 by and between Brazos County (the "County"), a political subdivision of the State of Texas, and the above listed individual or business (the "Lessee"), to use the Roy Kelly Multi-Modal Terminal & Parking Garage (the "Garage") under the terms and conditions as set forth herein.

TERMS AND CONDITIONS

Subject to the terms and conditions of this Agreement, the County grants Lessee authorization to occupy one (1) reserved parking space in the Garage on the selected dates at the selected times for the rental rates stated below. Parking is for normal passenger vehicles only provided they meet the height restrictions of the Garage and no other purpose. **No refunds or credits on the purchase of this Agreement are issued due to variations in Garage operations during the selected dates, unless otherwise noted herein.**

A. **TERM OPTIONS**: This Agreement shall conform with the terms and dates shown here. Lessee is authorized to park in the Garage as noted below: (INITIAL TYPE BELOW)

Annual Contract

NON-RESERVED PARKING SPACE

1. _____: **24-hour Parking**: Valid seven (7) days per week, twenty-four (24) hours per day with no general time restrictions.
   Cost $50/month plus taxes and fees. Payment is due on the 1st of each month.

RESERVED PARKING SPACE

2. _____: **24-hour Parking**: Valid seven (7) days per week, twenty-four (24) hours per day with no general time restrictions.
   Cost $75/month plus taxes and fee. Payment is due on the 1st of each month.

3. Term: _____ to _____.

B. **ENFORCEMENT**: Lessee is granted exclusive right to use designated parking space when leasing a "Reserved Parking Space". That right includes the requirement of the Lessee to buy and have the County place appropriate signage identifying the reserved space. Lessee understands and agrees that the County is not and will not be held responsible or liable for enforcing this Lease Reservation of the space against any other party that may park there without permission.

C. **ARTICLES LEFT IN VEHICLES ARE AT THE VEHICLE OWNER'S RISK / NO SECURITY PROVIDED:** Lessee understands and expressly agrees that the County will not accept the vehicle in bailment or for safekeeping; nor shall the County be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other individual or personal injury of any nature. Lessee expressly acknowledges that the County shall have no duty to provide security and does not assume any obligation to provide for the security of the Garage or to protect individuals who use the Garage, or vehicles or property in the Garage.

D. **DAMAGED PROPERTY:** If Lessee, their guests or agents, damage any personal property in the Garage, or damage any Garage equipment or any other County property, the Lessee shall pay the County the full cost of repairs to the Garage and/or the County's property. In addition to any liability Lessee may have for any claims, losses or costs arising out of such damage, the County may terminate this Agreement and render ineffective any access cards issued under this Agreement.

E. **RIGHT TO EJECT:** The County reserves the right to eject or cause to be ejected from the Garage any person engaging in or behaving in a manner disruptive, abusive or offensive to other patrons at or in the Garage. Neither the County nor any of its officers, agents, volunteers, or employees, shall be liable to Lessee for any damages that may be sustained by Lessee through the County's exercise of such right.

F. **CLOSURE OF GARAGE:** The County reserves the right to close the Parking Facility for repairs and maintenance. When closing the Parking Facility, the County shall use reasonable efforts to notify Lessees and to avoid any inconveniences as far as such is within the County's control. No refunds or credits on the purchase of the Agreement will be issued due to variations in Garage operations, unless otherwise noted herein.

G. **MATTERS NOT COVERED:** Any decision concerning a matter not specifically covered by this Agreement, or subject matter reasonably inferable from the terms of this Agreement, shall rest solely within the reasonable discretion of the County.

H. **INVALIDITY:** Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result, but rather shall remain in full force and effect.

I. **NO ASSIGNMENT:** The rights, obligations or duties granted to the Lessee under this Agreement may only be assigned upon the prior written consent of the County. Such consent will not be unreasonably withheld.

J. **INDEMNIFICATION**: LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS AGAINST ANY CLAIMS, CAUSES OF ACTION, LIABILITY, OR DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, FOR BODILY INJURY OR DEATH TO ANY PERSON, AND DAMAGE TO PROPERTY OF ANY PERSON, INCLUDING, BUT NOT LIMITED TO THAT OF THE COUNTY'S OR LESSEE'S AGENTS, VOLUNTEERS, OR EMPLOYEES, ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE LESSEE OR THE LESSEE'S GUESTS OR INVITEES, AGENTS, EMPLOYEES, VOLUNTEERS, OR CARD HOLDERS.

K. **NON-WAIVER**: The County's acceptance of payment or failure to complain of any action, non- action or default of Lessee, whether singular or repetitive, shall not constitute a waiver of any of the County's rights. If Lessee's payment of any sum due the County is accompanied by written conditions or is represented by Lessee to be a settlement or satisfaction of any obligation, the County may accept and deposit such moneys without being bound by such conditions or representations unless the County expressly agrees to such conditions or representations in a separate written instrument. The County's waiver of any right of the County, or any default of Lessee, shall not constitute a waiver of any other right or constitute waiver of any other default or any subsequent default.

L. **ATTORNEY'S FEES**: If the County is required to file suit to collect any amount owed the County by Lessee under this Agreement, County shall be entitled to collect reasonable attorney's fees for its prosecution of the suit.

M. **ENTIRE AGREEMENT / AMENDMENTS**: This Agreement constitutes the entire Agreement between the parties and supersedes any and all previous written or oral agreements or representations between the parties. This agreement may only be amended in writing and executed by both parties.

N. **JURISDICTION / VENUE**: This Agreement is made under the laws of the State of Texas, and any disputes that arise under or related to this Agreement shall be governed by the laws of Texas, without regard to conflicts of law principles. Venue for any legal action involving this Agreement shall be in Brazos County, Texas.

O. **NOTICES**: Any notice under this Agreement shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the address for the receiving party as designated herein: *For Lessee:* As listed on page one of this Agreement.
For County: [redacted]

P. **AGENTS AUTHORIZATION**: The persons executing this Agreement represent and warrant that they have full authority to execute this Agreement on behalf of his or her respective party.

This Agreement is effective the date the last party signs.

LESSEE:

Signature: _____

Printed Name: _____

Date: _____

BRAZOS COUNTY:

Signature: _____

Printed Name: _____

Date: _____

[INTENTIONALLY LEFT BLANK]

[INTENTIONALLY LEFT BLANK]

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval of Amended Parking Garage Lease with the Brazos Transit District.
TO:	Commissioners Court
DATE:	12/02/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	An amended agreement requested by the Brazos Transit District. Adding in a new section 12.12 Federal Interest. The Federal Transit Administration is requesting this 12.12 and it needs to be added prior to their audit. This is due to the fact that the garage was built with federal funds.

ATTACHMENTS:

File Name	Description	Type
2025-12-1_Amended_Lease_for_Parking_Garage_(final).pdf	Amended Lease for Parking Garage	Backup Material

BRAZOS COUNTY

BRYAN, TEXAS

AMENDED LEASE

THIS AMENDED LEASE ("Lease") is made and entered into this, the **____ day of December, 2025** ("Effective Date"), by and between **Brazos Transit District,** a political subdivision of the State of Texas ("Lessor"), and **Brazos County,** a County of the State of Texas ("Lessee"). Lessor and Lessee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, On July 15, 2008, Brazos County and the Brazos Transit District entered into a Donation Agreement through which Brazos County agreed to donate a 1.7209-acre tract of land, defined below as the Leased Premises, to the Brazos Transit District for the construction of a parking garage and transit terminal;

WHEREAS, On December 30, 2008, a General Warranty Deed was filed in Brazos County conveying the Leased Premises to the Brazos Transit District to develop and construct the parking garage and transit terminal;

WHEREAS, The General Warranty Deed provides that the Leased Premises and improvements will revert back to Brazos County on January 1, 2045; and

WHEREAS, Brazos Transit District, as Lessor, desires to Lease to Brazos County, as Lessee, the Leased Premises as set forth more fully below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants herein contained, the Parties agree as follows:

SECTION 1. LEASED PREMISES. For and in consideration of the mutual covenants hereof, Lessor demises and leases to Lessee and Lessee hereby agrees to lease from Lessor 1.7209 acres, and the improvements, thereon, located at 321 E. 26th Street, Bryan, Texas 77803 and more specifically depicted in Exhibit A attached hereto and by this reference incorporated herein ("Premises").

SECTION 2. TERM. The term of this Lease begins on **April 15, 2025,** and ends on **December 31, 2044** (the 'Term").

SECTION 3. USES OF LEASED PREMISES & ALTERATIONS

3.01 USE. The Premises will be used solely for the operation of a parking garage, for the operation of the Brazos County Probation Office, for any use by any department or office operated

by Lessee and for the potential operation of retail office or food establishments. Additionally, in the event of a Federal, State or Local Disaster Declaration that includes Brazos County or requires Brazos County to provide support and/or an emergency response to said disaster, the Premises shall be used for any purpose needed by the Lessee. Lessee will not use the Premises, or any portion thereof, for any other purpose than that set forth in this Lease without first having obtained the written approval of Lessor. Lessee will not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property.

3.02 RESERVATION OF RIGHTS. Lessor may continue to use the bus transit station located on the Premises at 301 E. 26th Street, Bryan, Texas ("Bus Station") as a bus terminal. Lessor will have sufficient ingress and egress through the Premises for such use. Lessor and its employees, agents, invitees, and licenses will also have access to bathroom facilities in the Bus Station.

During the Term of the Lease, Lessor will maintain its right to freely access the Premises. As such, Lessee agrees Lessor will have ten (10) reserved parking spaces in the Premises, and thirty (30) access cards to access the Premises. In the event an access card becomes inoperable, Lessee will ensure a replacement access card is provided.

3.03 IMPROVEMENTS & ALTERATIONS.

(a} Lessee may, at any time and from time to time during the Term, erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove buildings and other improvements on the Premises, and correct or change the contour of the Premises, subject to the following:

(I) Lessee bears the cost of any such work and is responsible for insuring any such work;

(ii) The parking garage and the Bus Station cannot be removed from the Leased Premises.

(ii} No lien may be placed on the Premises;

(iii} Lessor must be notified of the time for beginning and the general nature of any such work, other than routine maintenance of existing buildings or improvements, at the time the work begins; and

(iv) The conditions of Section 3.03(b) concerning Lessor's approving plans must be followed.

(b) The following rules govern Lessor's approving construction, additions, and alterations of buildings or other improvements on the Premises:

(i) No building or other improvement may be constructed on the Premises unless the plans, specifications, and proposed location of the building or other improvement have received Lessor's written approval and the building or other improvement complies with the approved plans, specifications, and proposed location. No material addition to or alternation of any building or structure erected on the Premises may be begun until plans and specifications covering the exterior of the proposed addition or alternation have been first submitted to and approved by Lessor.

(ii) Lessor will promptly review and approve all plans submitted by Lessee or will note in writing any required changes or corrections that must be made to the plans. Any required changes or corrections must be made, and the plans resubmitted to Lessor. Lessor's failure to request changes to or object to any submitted or resubmitted plans within 30 days of receipt constitutes Lessor's approval of the plans. Minor changes in work or materials not materially or adversely affecting the general character of the project and that Lessee does not believe will involve an adjustment in the cost of project or a change in the substantial completion date of the project may be made at any time without Lessor's approval.

(iii) The following items do not require submission to, and approval, by Lessor:

1. Minor repairs and alternations necessary to maintain existing structures and improvements in a useful state of repair and operation that do not materially or adversely affect the general character of the existing structures and improvements; or

2. changes and alterations required by an authorized public official with authority or jurisdiction over the buildings or improvements, to comply with legal requirements.

(c) Lessor will not unreasonably withhold its approval of any items required by this Section 3.03.

3.04 OWNERSHIP OF BUILDINGS, IMPROVEMENTS, AND FIXTURES. Any buildings, improvements, additions, alterations, and fixtures (except for furniture and trade fixtures) constructed, placed, or maintained on any part of the Premises during the Term are considered part of the real property of the Premises and must remain on the Premises The flags purchased by Lessor for use on the Premises are to remain on the Premises and are to be used by Lessee.

3.05 RIGHT TO REMOVE IMPROVEMENTS. Lessee may, at any time while it occupies the Premises, or within a reasonable time thereafter remove any furniture, machinery, equipment, or other trade fixtures owned or placed by Lessee, its subtenants, or licensees, in, under, or on the Premises, or acquired by Lessee, whether before or during the Lease Term. Lessee may not, without the prior written consent of Lessor, remove any machinery, equipment, or other trade fixtures owned or placed by Lessor, its subtenants, or licensees, in, under, or on the Premises until the expiration of the Lease Term.

3.06 MAINTENANCE. At all times during the Term, Lessee will keep and maintain, or cause to be kept and maintained, all buildings and improvements erected on the Premises and all fixtures maintained on the Premises in a good state of appearance and repair (except for reasonable wear and tear) at Lessee's own expense. Lessor agrees to comply with any and all conditions arising under the Federal Transit Administration's requirement that the Premises be in a state of good repair and able to operate at a full level of performance.

3.07 DAMAGE OR DESTRUCTION. If any building or improvement constructed on the Premises is damaged or destroyed by fire or any other casualty, regardless of the extent of the damage or destruction, unless it is a building or improvement modified or constructed by Lessee after the execution of this Lease, Lessor must, within one year from the date of the damage or

destruction, begin to repair, reconstruct, or replace the damaged or destroyed building or improvement and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the building to substantially the condition it was in before the casualty. But if beginning or completing this restoration is prevented or delayed by war, civil commotion, acts of God, strikes, governmental restrictions or regulations, or interferences, fire or other casualty, or any other reason beyond Lessor's control, whether similar to any of those enumerated or not, the time for beginning or completing the restoration (or both) will automatically be extended for the period of each such delay.

3.08 TRASH, GARBAGE & UTILITIES. Lessee will provide and pay all costs for the adequate, sanitary handling of all trash, garbage and other refuse caused as a result of its operations on the Premises and all utilities and services, including but not limited to electricity, water, and internet, and will provide for the timely removal of all trash, garbage and refuse from the Premises in accordance with all applicable laws or regulations. Lessee will also provide and pay all costs for the utilities associated with the Bus Station to include Wi-Fi, water and electricity. Lessor will provide all other janitorial services and maintenance for the Bus Station to include all trash and garbage handling and removal to external collection receptacle. In exchange for the cost of the utilities to be covered by the Lessee, Lessor will utilize existing Bus Station employees to periodically patrol the parking garage and collect discarded trash thrown about and notify county personnel if needed.

3.09 SUBLEASING. Subject to Lessor's reservation of rights in 3.02 above, Lessee may sublease all or any part of the Premises (e.g; including, without limitation, use of a portion of the Premises for the location of vending machines) to a third party or third parties. Any revenue received by Lessee pursuant to any such lease or sublease will be retained by Lessee and Lessor will have no right or interest in such revenue.

3.10 EXPENSES. Lessee will provide a quarterly written report to Lessor detailing all expenses arising from their use and maintenance of the Premises.

3.11 EXISTING CONTRACTS AND AGREEMENTS. Within thirty days of submission of a request for reimbursement, Lessee agrees to reimburse Lessor for costs associated with any contractual amounts and obligations for services and goods performed or used on the Premises after the Effective Date of the Lease, including, but not limited to the pay station service provider, the fire system monitoring provider, the inspection service for the sprinklers, fire alarm, exit lights and extinguishers, the landscaping provider, the internet provider, and the elevator maintenance. Lessor and Lessee both agree that they will cooperate in the assignment and/or transfer of any vendor agreement involving the Premises in effect as of the Effective Date of this Lease if financially feasible and legally able, otherwise the Lessor agrees to terminate all vendor agreements that would otherwise be the responsibility of the Lessee as soon as possible.

Any lease agreements for parking spaces between the Lessor and any 3rd party that are in full force and effect at the time this Lease goes in effect will be assigned to the Lessee.

SECTION 4. RENTALS. Lessee will pay Lessor $1.00 per year during the Term of this Lease as annual rent for using and occupying the Premises. Lessee may make a lump-sum payment to cover the entire Lease Term.

SECTION 5. INSURANCE

5.01 LIABILITY INSURANCE. Lessee will provide general liability insurance for personal injuries and death growing out of a single occurrence in a minimum amount of Five Hundred Thousand and No/100 Dollars ($500,000.00) and an aggregate amount of Two Million and No/100 Dollars ($2,000,000). Lessee is required to name the Lessor as an additional insured on the policy of general liability insurance referenced above. Lessee must file a copy of the policy or certificate of liability insurance with Lessor within 30 days after the Effective Date. Such policy or certificate must provide that the insurance cannot be canceled, or the amount of coverage changed without 10 days prior written notice to Lessor. Lessee is also responsible for maintaining Commercial General Liability coverage for any improvements or modifications constructed on the Leased Premises after the execution of this Lease. Such Commercial General Liability Coverage shall be at Lessee's sole expense (not reimbursable by Lessor) and be in an amount of Two Million Dollars ($2,000,000) in the aggregate; One Million Dollars ($1,000,000) per occurrence, along with full replacement property coverage for all improvements or modifications constructed on the Leased Premises after the execution of this Lease, and with a contractual indemnity rider covering Lessee's obligations to Lessor under this Lease.

Lessor shall, at Lessor's sole expense (not reimbursable by Lessee) maintain Commercial General Liability coverage supporting their interest in the Premises in an amount of Two Million Dollars ($2,000,000) in the aggregate; One Million Dollars ($1,000,000) per occurrence, along with full replacement property coverage for all improvements located on the Premises to which the Landlord holds an interest and for which no modification has been made by Lessee after the execution of this Lease, and with a contractual indemnity rider covering Lessor's obligations to Tenant under this Lease. In the event of any insurance claim against Lessor related to the Leased Premises, Lessee will be responsible for paying the full amount of the deductible during the term of this Lease.

5.02 WAIVER OF SUBROGATION. Lessee shall waive any claim it might have against Lessor for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a **"Loss"**), to the extent the same is insured against or is required hereunder to be insured against under any insurance policy that covers the improvements, the Leased Premises, Lessee's fixtures, personal property, leasehold improvements, or business. Lessee will cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against Lessor.

SECTION 6. DEFAULT AND REMEDIES

6.01 If Lessee defaults in performing any covenant or term of this Lease and does not correct the default within 60 days after receipt of written notice from Lessor to Lessee, Lessor may pursue any remedy Lessor has available to it by law or in equity.

6.02 If Lessor defaults in performing any covenant or term of this Lease and does not correct the default within 60 days after receipt of written notice from Lessee to Lessor, Lessee may pursue any remedy Lessee has available to it by law or in equity except that Lessee expressly waives the right to terminate this Lease or bring any cause of action that would request the rescission, vacation, or otherwise result in termination of the Lease.

SECTION 7. EMINENT DOMAIN. If the Premises, or a substantial part thereof, is lawfully taken or condemned (or conveyed under threat of such taking or condemnation) for any public or quasi-public use or purpose, the Term of this Lease will end upon, and not before, the date of the taking

of possession by the condemning authority. Rentals will be apportioned as of the date of such termination, and Lessor will be entitled to pursue an award with respect to such taking or condemnation, unless an improvement constructed by Lessee is subject to such taking or condemnation, in which case Lessee will be entitled to pursue an award for the portion attributed to their constructed improvements. If any part of the Premises not constituting a substantial part thereof is so taken or condemned or conveyed under threat of such taking or condemnation, or if the grade of any street adjacent to the Premises is changed by any competent authority and such taking or change of grade makes it necessary or desirable substantially to remodel or restore the Premises, Lessee will have the right to cancel this Lease, such cancellation to take place no later than the date of this taking of possession by the condemning authority, and Lessor will be entitled to pursue an award with respect to such taking or condemnation, unless an improvement constructed by Lessee is subject to such partial taking or partial condemnation, in which case Lessee will be entitled to pursue an award for the portion attributed to their constructed improvements. Lessor will give Lessee notice of such intended taking or condemnation within a reasonable time of its receipt of same.

SECTION 8. TAXES & LICENSES

8.01 The Lessee will obtain and pay for all licenses or permits necessary or required by law for the construction of additions or improvements, the installation of equipment and furnishing, and any other licenses necessary for the conduct of its operations hereunder.

8.02 The Lessee will be responsible for payment of any and all taxes and assessments arising from the Lessee's use of the Premises.

SECTION 9. INSPECTION OF PREMISES. Lessor or its duly authorized representatives may enter upon the Premises at any reasonable time during the Term for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof or for any other purpose incidental to the rights of Lessor.

SECTION 10. QUIET ENJOYMENT. Lessor agrees that Lessee, upon payment of the rentals and all other payments and charges to be paid by Lessee under the terms of this Lease and upon observing and keeping each of the covenants of this Lease on the part of Lessee to be observed and kept, will lawfully and quietly hold, occupy and enjoy the Premises, equipment, furniture and fixtures during the Term of this Lease.

SECTION 11. HAZARDOUS SUBSTANCE. No goods, merchandise or materials will be kept, stored or sold in or on said Premises which are explosive or hazardous and which are not in customary use in the businesses herein authorized; and no offensive or dangerous trade, business or occupation will be carried on therein or thereon.

SECTION 12. MISCELLANEOUS

12.01 WAIVER. No waiver by either party of any default or breach of any covenant or term of this Lease may be treated as a waiver of any subsequent default or breach of the same or any other covenant or term of this Lease.

12.02 SEVERABILITY. Every provision of this Lease is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Lease.

12.03 SUCCESSORS AND ASSIGNS. This Lease binds, and inures to the benefit of, the Parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

12.04 NOTICE. All notices provided for herein must be in writing. Any notice permitted or required to be given to the Parties hereto will be effective if hand delivered or mailed certified, return receipt requested to the Parties at the following addresses:

Lessee:	Brazos County Attn: County Judge 200 S. Texas Avenue, Suite 332 Bryan, Texas 77803
With copy to:	West, Webb, Allbritton & Gentry Attn: Michael Gentry 1515 Emerald Parkway College Station, Texas 77845
Lessor:	Brazos Transit District Attn: 2117 Nuches Lane Bryan, Texas 77803
With copy to:	Bruchez & GossP.C. Attn: Jana Beddingfield 3740 Copperfield Drive, Suite 101 Bryan, Texas 77802

Any of the necessary notices may be sent to the foregoing addresses or another address of the Party, provided that notice of change of address has been given to the Party to be bound by the notice in writing beforehand.

12.05 ASSIGNMENT; AMENDMENT. Neither Party may assign this Lease or any of its rights under it without the prior, written consent of the other Party. Further, the Parties may modify or waive this Lease only by a separate writing that expressly modifies or waives this Lease and is signed by each Party.

12.06 CHOICE OF LAW. This Lease will be governed by and construed and enforced according to the laws of the State of Texas, without regard to the principles of conflicts of law.

12.07 COUNTERPARTS AND COPIES. The Parties may execute this Lease in multiple counterparts, each of which will constitute an original and all of which together will constitute one instrument. A copy of the original Lease will be as enforceable as the original Lease itself.

12.08 ENTIRE AGREEMENT. This Lease constituted the final agreement between the Parties. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Lease are expressly merged into and superseded by this Lease.

12.09 HEADINGS. Titles, headings, and captions in this Lease are included for convenience and reference only and will not be deemed to constitute a part of or to affect the construction of this Lease.

12.10 ATTORNEY'S FEES. Any signatory to this Lease who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Lease will be entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs, from the non-prevailing party.

12.11 FORCE MAJEURE. If the curing of any default or the performance of any other covenant or term of this Lease is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire or casualty, or any other circumstances beyond Lessor or Lessee's control or that of the Party obligated or permitted under this Lease to do or perform the term or covenant, regardless of whether the circumstance is similar to any of those enumerated or not, each Party so delayed is excused from performance during the delay period.

12.12 Federal Interest. Notwithstanding anything to the contrary contained in this Lease and during the Term or until disposition of the Premises pursuant to applicable federal law, rules, and regulations, Lessor and Lessee acknowledge and agree that the Premises shall remain available to be used for the original federally-authorized public transportation purpose. Further, any non-public transit use of the Premises shall be incidental to the federally-assisted public transportation use and such uses shall comply with applicable federal law, rules, and regulations.

Notwithstanding anything to the contrary contained in this Lease, Lessor and Lessee acknowledge and agree that the Federal Transit Administration ("FTA") retains a federal interest in the Premises and that interest will remain until, and to the extent that, the FTA removes its interest pursuant to FTA property disposition and reimbursement requirements and any other applicable federal law, rules, and regulations.

IN WITNESS WHEREOF, the Parties execute this Lease to be effective on the Effective Date.

Brazos County:

by: _____ 12/9/25
Kyle Kacal, Acting County Judge

Brazos Transit District:

by: Wendy Weedon 12/11/2025
Wendy Weedon, Chief Executive Officer

EXHIBIT A

PROPERTY DESCRIPTION

E 26th St
E 26th St
Regent Ave
Texas Ave
S Tabor Ave
E 27th St
E 27th St
E 27th St
E 27th St
E 27th St

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval requested by the County Judge for the Delegation of Authority for Contingency and Allowance Expenditures on Capital and Infrastructure Projects up to $50,000 per Authorization to the following employees:

- a. County Engineer
- b. Director of Project Management
- c. Road & Bridge Capital Project Manager

TO: Commissioners Court

DATE: 11/03/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Brazos_County_Authorization_of_Contingency_Funds.pdf	Brazos County Authorization of Contingency Funds	Cover Memo

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval requested by the County Judge for the Delegation of Authority for Contingency and Allowance Expenditures on Capital and Infrastructure Projects up to $50,000 per Authorization to the following employees:

- a. County Engineer
- b. Director of Project Management
- c. Road & Bridge Capital Project Manager

TO: Commissioners Court

DATE: 11/03/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Brazos_County_Authorization_of_Contingency_Funds.pdf	Brazos County Authorization of Contingency Funds	Cover Memo

APPROVED

KYLE HACAL 12/9/25

ACTING County Judge Date

BRAZOS COUNTY
BRYAN, TEXAS

Kyle Kacal
Office of the Acting County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803

Phone: (979) 361-4102
Fax: (979) 361-4503
Email: kkacal@brazoscountytx.gov

MEMORANDUM

TO: Honorable Members of the Commissioners Court

FROM: Kyle Kacal, Acting County Judge

DATE: November 3, 2025

SUBJECT: Delegation of Authority to Execute Use of Contingency and Allowance Funds for County Construction Projects, Up to $50,000 per Authorization.

Purpose
The purpose of this memorandum is to request the Court's concurrence in authorizing the Director of Project Management, the County Engineer, Director, and the Road & Bridge Capital Project Manager to exercise approval authority for expenditures from contingency and allowance funds on County projects, up to $50,000 per authorization. This delegation would streamline operations and ensure that critical project decisions are made promptly, while maintaining the same fiscal controls and accountability currently exercised through the County Judge.

Background and Current Process
Under current practice, the execution of contingency or allowance authorizations on County projects requires approval by either the County Judge or the Purchasing Agent. While this process ensures compliance and oversight, it can also result in administrative bottlenecks when field conditions require immediate action to prevent construction delays, cost escalation, or contractual disputes. By delegating this authority to the County's project subject matter experts - those most closely managing day-to-day operations and familiar with current site conditions - the County can expedite responses to legitimate, time-sensitive issues while maintaining transparency and adherence to approved project budgets.

Statutory and Governance Context
Pursuant to Texas Local Government Code §262.031, the Commissioners Court retains ultimate authority over contract awards and amendments but may delegate administrative duties necessary to carry out its directives. This includes the execution of approved contract instruments and change orders that remain within the established project scope and budget. This proposed delegation does not authorize any increase to overall project budgets or contract values without subsequent Court approval. It simply authorizes designated officials to approve expenditures

from existing contingency or allowance line items already approved by the Court as part of a project's funding structure.

Rationale for Delegation

Projects inherently involve unforeseen conditions—subsurface conflicts, code-required adjustments, scope clarifications, and other items that necessitate timely decisions. The ability to approve contingency and allowance expenditures promptly:

- Reduces costly delays and maintains construction schedules.
- Avoids idle time or demobilization of contractors awaiting administrative approval.
- Ensures continuous project momentum within the approved scope and budget.
- Enhances accountability by placing decision-making in the hands of those most familiar with the project details.

The Director of Project Management, the County Engineer, and the Road & Bridge Capital Project Manager each hold positions of significant trust, technical competence, and responsibility under the direct oversight of the Commissioners Court. Their deep understanding of the County's infrastructure, active construction sites, and project delivery methods makes them uniquely qualified to evaluate and approve contingency and allowance requests in real time. This delegation is consistent with the authority provided to the Court under Texas Local Government Code §262.031.

Conclusion

Authorizing the Director of Project Management, the County Engineer, and the Road & Bridge Capital Project Manager to execute contingency and allowance authorizations up to $50,000 per authorization represents a practical, responsible, and transparent improvement to our project management process. It preserves the Court's fiscal authority while empowering the County's most qualified and trusted officials to act quickly in the field—protecting County interests, controlling costs, and ensuring projects stay on schedule. Accordingly, I respectfully request the Court's concurrence in this delegation of authority.

Respectfully submitted,

Kyle Kacal
Acting County Judge

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval requested to issue US Bank credit cards to the following employees for conferences, travel and other department related expenses.

- a. Leobardo Flores, Brazos County Health District (credit limit of $5,000.00)
- b. Joanna Spencer, The Brazos Center (credit limit of $1,000.00)

TO: Commissioners Court

FROM: Presley Nelson

DATE: 11/25/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: These credit cards are needed for travel outside the county, routine department expenses and vendors that will not accept purchase orders. All expenses are fully budgeted by the department.

ATTACHMENTS:

File Name	Description	Type
Leobardo_Flores.pdf	Request Letter	Backup Material
Joanna_Spencer.pdf	Request Letter	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval requested to issue US Bank credit cards to the following employees for conferences, travel and other department related expenses.

- a. Leobardo Flores, Brazos County Health District (credit limit of $5,000.00)
- b. Joanna Spencer, The Brazos Center (credit limit of $1,000.00)

TO: Commissioners Court

FROM: Presley Nelson

DATE: 11/25/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: These credit cards are needed for travel outside the county, routine department expenses and vendors that will not accept purchase orders. All expenses are fully budgeted by the department.

ATTACHMENTS:

File Name	Description	Type
Leobardo_Flores.pdf	Request Letter	Backup Material
Joanna_Spencer.pdf	Request Letter	Backup Material

APPROVED

KYLE FACAL
ACTING County Judge

12/9/25
Date

Brazos County Health District

Public Health
Prevent. Promote. Protect.

October 16, 2025

To: Kyle Kacal
Brazos County Judge

Re: Diners Club Replacement Card

Please issue a new Diners Card for use by Brazos County Health District (BCHD) employee Leobardo T. Flores, Executive Administrative Manager, for the use in authorized and budgeted purposes in the course of business for the BCHD.

We are replacing a card used by former employee Arthur Davila, Health Programs Manager, who is assigned a new role for the BCHD.

Issue in name:	Leobardo T. Flores
Entity:	Brazos County Health District
Spending limit:	$5,000
Purpose:	Purchasing with entities that may not use Purchase Order systems, emergency acquisitions, staff licensing and other transactional items such as pre-approved training and travel activities etc.

As always, thank you for your assistance,

Santos Navarrette Jr.

Santos Navarrette Jr, MA, MBA
Health Director
Brazos County Health District

The Brazos County Health District operates under the umbrella of Brazos County Board of Health and is dedicated to providing quality preventative, educational and professional health services, which protect and improve the health of the entire community.

The Brazos Center

November 10, 2025

Presley,

The Brazos Center is requesting approval for a Credit Card for our department. Due to Wal-Mart doing away with the Credit Card program that we use for some supplies when needed we are requesting a Credit Card for $1000.

Thank you,

Joanna Spencer
Brazos Center Director

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:	
DATE OF COURT MEETING:	12/9/2025		
ITEM:	Approval requested for the FY 2026 Revision of the Capital Improvement Plan Policy.		
TO:	Commissioners Court		
FROM:	Nina Payne		
DATE:	11/20/2025		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		
ACTION REQUESTED OR ALTERNATIVES:	Request approval.		

ATTACHMENTS:

File Name	Description	Type
Memo_CIP_12.9.25.pdf	Memo	Cover Memo
Capital_Improvement_Plan_(CIP)_Policy_-_Revised_12.9.25.pdf	Capital Improvement Plan (CIP) Policy - Revised 12/9/2025	Backup Material
Capital_Improvement_Program_2022.pdf	Capital Improvement Program 2022	Backup Material
Capital_Asset_Policy_10.28.25.pdf	Capital Asset Policy	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:
DATE OF COURT MEETING:	12/9/2025	
ITEM:	Approval requested for the FY 2026 Revision of the Capital Improvement Plan Policy.	
TO:	Commissioners Court	
FROM:	Nina Payne	
DATE:	11/20/2025	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	$0.00	
ACTION REQUESTED OR ALTERNATIVES:	Request approval.	

ATTACHMENTS:

File Name	Description	Type
Memo_CIP_12.9.25.pdf	Memo	Cover Memo
Capital_Improvement_Plan_(CIP)_Policy_-_Revised_12.9.25.pdf	Capital Improvement Plan (CIP) Policy - Revised 12/9/2025	Backup Material
Capital_Improvement_Program_2022.pdf	Capital Improvement Program 2022	Backup Material
Capital_Asset_Policy_10.28.25.pdf	Capital Asset Policy	Backup Material

APPROVED

KYLE KACAL 12/9/25

ACTING County Judge Date

BRAZOS COUNTY

BUDGET OFFICE
200 S. Texas Avenue, Suite 238
Bryan, Texas 77803
(979) 361-4186

MEMORANDUM

DATE: December 9, 2025

TO: Honorable Kyle Kacal, Acting County Judge
Honorable Bentley Nettles, Commissioner Pct. 1
Honorable Chuck Konderla, Commissioner Pct. 2
Honorable Fred Brown, Commissioner Pct. 3
Honorable Wanda J. Watson, Commissioner Pct. 4

FROM: Nina Payne, Budget Officer

RE: Updated Capital Improvement Plan (CIP) Policy – Summary of Revisions

---

The purpose of this memorandum is to present the revised Brazos County Capital Improvement Plan (CIP) Policy for review and approval. The updated policy replaces the previous CIP Process document and establishes a more structured, transparent, and financially accountable framework for identifying, prioritizing, and funding County capital projects.

The County's prior CIP Process provided general guidance on forming a Capital Improvement Committee and establishing a five- to ten-year plan for major projects. While effective for its time, the document lacked detailed procedures for project submission, prioritization, modification, and funding oversight.

The new CIP Policy modernizes and formalizes the County's approach, aligning capital planning with the annual budget cycle and long-term financial planning objectives. The revised policy provides clarity on governance, funding mechanisms, and accountability measures to ensure consistent decision-making and responsible use of public funds.

Summary of Key Changes

1. Governance and Structure
   - Replaces the former Capital Improvement Committee (CIC) with a Capital Improvement Team led by the Budget Officer and County Auditor.
   - Subject matter experts such as the Chief Information Officer, County Engineer, Facilities Services Director, Fleet Manager, General Counsel, Project Manager and Purchasing Agent will participate at the discretion of the Budget Officer.
   - This structure streamlines decision-making and ensures direct fiscal oversight while maintaining department input.

2. Planning Horizon and Integration
   - Establishes a rolling five-year plan that is updated and adopted annually with the County's budget, replacing the previous fixed five- to ten-year cycle.
   - Links long-term capital priorities directly to the County's annual funding capacity and debt planning.

3. Project Submission and Evaluation
   - Introduces a formal Call for Projects issued annually by the Budget Office.
   - Departments must submit detailed proposals including project scope, costs, operational impacts, and potential efficiencies.
   - Adds a standardized four-stage review process:
     1. Needs Assessment
     2. Review against Capital Asset Policy
     3. Prioritization
     4. Cost and Funding Capacity Analysis

4. Prioritization Criteria
   - Expands project ranking to a three-tier system (High, Medium, Low) based on health and safety, legal mandates, cost efficiency, and service demand.
   - Provides transparent criteria for consistent project evaluation across departments.

5. Funding and Financial Management
   - Defines two primary funding streams:
     - Annual Cash Funding / Fund Balance
     - Long-Term Debt Funding (Certificates of Obligation or General Obligation Bonds)
   - Recognizes additional sources such as grants, intergovernmental revenue, and designated special funds.
   - Clarifies when debt financing is appropriate and how fund balance may be allocated for capital projects.

6. Modifications and Appeals
   - Allows departments to reallocate funds within approved asset categories without resubmission if total funding is unchanged.
   - Establishes a process for requesting additional allocations due to unforeseen costs or operational needs.
   - Introduces a formal appeals process for denied project requests, requiring written justification prior to Court consideration.

7. Accountability and Transparency
   - Requires written justification for all project modifications.
   - Incorporates defined purchasing deadlines and rollover procedures for delayed projects.

The updated policy ensures that Brazos County's capital investment decisions are based on consistent evaluation, sound fiscal management, and clear accountability. It aligns capital planning with long-term strategic goals while providing flexibility to respond to changing operational needs.

It is recommended that Commissioners Court approve the updated Brazos County Capital Improvement Plan Policy to take effect immediately and guide the FY 2027–2031 planning cycle.

Attachment:
Capital Improvement Program 2022

Capital Improvement Plan (CIP) Policy – Revised 12.9.25

Updated as of 12/9/2025

Brazos County

CAPITAL IMPROVEMENT PLAN POLICY

Executive Summary

Brazos County recognizes the importance of developing long-range capital investment planning to maintain the growth and vitality of the community. The County also recognizes that a properly prepared capital plan is essential to the future financial health of an organization and continued delivery of services to citizens and businesses.

The County's Capital Improvement Plan (CIP) is a five-year infrastructure plan that matches the County's highest priority capital needs with a financing schedule. The plan rolls on a five-year basis and is adopted every year along with the County's annual budget. The CIP represents the County's commitment to invest in its equipment and infrastructure.

The first year of the plan was funded through available appropriations in that year's budget. The remaining four years of the plan will be funded through future annual appropriations or debt issuances. No project will begin until formally adopted and funded through the Court's annual budget process.

Over the course of any fiscal year, and as situations change, projects are reviewed, reevaluated, added, revised, or removed from the program accordingly. Recommendations are made by subject matter experts and the County executive team, chosen at the discretion of the Budget Officer. The Budget Officer makes final recommendations to the Commissioners Court to incorporate into a given fiscal year's budget.

Funding for the proposed CIP is derived from two major sources, the issuance of long-term debt payable through property taxes or an identified revenue stream such as the County's annual general fund appropriations via the M&O tax rate.

This document outlines the elements of the CIP and provides the procedures that generate the recommendations for spending. Upon adoption, the CIP will become the guide for the Commissioners Court and all County departments with respect to bond sales and the annual budgeting process.

County of Brazos Capital Improvement Planning and Development Process

The Capital Improvement Plan (CIP) will identify the major capital needs of the county on a minimum of a five-year planning horizon. The plan offers a structured process that will facilitate the identification, inclusion and funding of projects that are necessary for County operations.

This section of the County's CIP outlines the process from development through approval of the County's CIP. This process is outlined in various steps as follows:

No.	Steps	Responsible Party	Timeline
1	Call for Projects.	From Budget Office to Departments and Elected Officials	October of each fiscal year
2	Assemble all eligible submitted projects for review.	Budget Office	March of each fiscal year
3	Requests are reviewed, and projects are prioritized.	Subject Matter Experts & Executive Team	April of each fiscal year
4	Recommendations are made.	Subject Matter Experts & Executive Team	May of each fiscal year
5	Allow departments to appeal before final recommendation.	Subject Matter Experts & Executive Team	June and July of each fiscal year
6	Budget Office presents recommendations to County Commissioners Court.	Budget Officer / Commissioners Court	July/August of each fiscal year
7	Identify and recommend funding strategies for CIP.	County Auditor and Budget Office	August and September of each fiscal year
8	Approve recommendations for funding of CIP.	County Commissioners Court	By October 1

Timeline is subject to revision.

Capital Improvement Team

Requests will be reviewed by subject matter experts who are chosen at the discretion of the Budget Officer. Current subject matter experts could include, but are not limited to:

- Chief Information Officer
- County Engineer
- Director of Facilities Services
- Director of Fleet Maintenance
- General Counsel
- Project Manager
- Purchasing Agent

County Auditor will evaluate all projects against the Capital Asset Policy and Debt Policy.

The team will consider the feasibility of all proposed capital projects submitted by County departments. Once items are approved by Commissioners Court, the Budget Officer, County Auditor and Capital Improvement Team will monitor the progress of the projects and recommend revisions as needed.

Call for Projects

The initial step is a **Call for Projects** issued from the Budget Office to all County departments and elected officials. This Call for Projects is the identification and submission of all capital projects that will require funding. Departments and elected officials will submit projects in a manner that will include the project description in detail, estimated funding, current resources available, operating budget impact, revenue or efficiency factors and alternatives to capital outlay. Additional information may be requested as needed. Failure to submit required information may result in the disqualification of the request.

All proposals for capital items shall go through this process and generally will not be considered outside of this process. The call for projects consists of items necessary for ongoing operations rather than long-term projects such as space and facility needs.

Review of CIP Projects

The Budget Office will assign each submitted project in one of five major categories as follows:

1. Land and land improvements
2. Buildings and building improvements
3. Improvements other than buildings
4. Infrastructure
5. Machinery, equipment and computer software

<u>Land and Land Improvements</u>

Land is the surface or crust of the earth, which can be used to support structures, and may be used to grow crops, grass, shrubs, and trees.

Land improvements consist of earth moving and similar improvements, which ready land for its intended use.

Examples of expenditures to be capitalized as Land and Land Improvements are as follows:

- Purchase price and/or fair value at time of donation
- Commissions
- Professional fees (title searches, architect, legal, engineering, appraisal, surveying, environmental assessments, etc.)
- Land excavation, fill, grading, drainage
- Demolition of existing buildings and improvements
- Removal, relocation, or reconstruction of property of others (railroad, telephone and power lines)
- Interest on any mortgages accrued at date of purchase
- Accrued and unpaid taxes at date of purchase
- Other cost incurred in acquiring the land
- Right-of-way

Building and Building Improvements

Major facility and infrastructure consist of the acquisition, construction, or renovation of existing and future County facilities. As the result of age, change in scope of County business, or the actions of other governmental entities, there is a continual need to assess the need to renovate, add or close County facilities. The recommended projects require a sizable outlay of resources, usually over several years. Projects may include the construction of an additional jail, juvenile probation/detention and other new, replacement or renovated facilities; new structures attached to the building.

Improvements Other than Buildings

Improvements other than buildings are items that reflect the cost of permanent improvements and add value to the property, usually the land. Projects may include parking lots, fencing and gates, and retaining walls to list a few.

Infrastructure

Infrastructure assets are normally stationary in nature, for example, roads, bridges and dams.

Machinery, Equipment and Computer Software

The County will invest in the consistent maintenance and replacement of county vehicles. The Fleet Manager is responsible for developing comprehensive fleet management policy, which includes replacement of vehicles along a defined schedule. Generally, vehicles are assigned to each specific department, and each department is responsible for vehicle's upkeep and maintenance.

Items classified as small/medium/large capital equipment have a useful life from 5 to over 10 years, depending on subcategory. Items that are less than $5,000 are to be incorporated into each department's budget on an annual basis and are considered part of that department's operating budget.

Technological enhancements, replacement computer and computer-related equipment and hardware and software upgrades that are essential in the operations of Brazos County. These projects include the purchase of network and security equipment, and various upgrades to computer networks and systems. Other projects include replacement and additional computer software programs for various departments that will enhance productivity. All IT related infrastructure and related equipment is reviewed and recommended by the IT Department to ensure consistency with existing systems.

The team will review all of the projects submitted and takes each project through four different stages as follows:

- Needs assessment;
- Review of project against capital asset policy;
- Project prioritization; and
- In-depth cost estimation and funding capacity analysis

Needs Assessment

The County assesses current and future capital needs through comprehensive master planning and critical needs assessments. Comprehensive needs assessments for non-routine capital projects are often undertaken through a facility master planning and review process that can take years of work by task forces, elected

officials, community stakeholders, professional consultants, and staff. Once master plans have been completed, they are presented to the Commissioners Court for evaluation and approval. Projects that support these master plans will be identified as related to a master plan when presenting this information to interested stakeholders.

The County also engages in long-term planning for routine capital expenditures. For example, if and when necessary, hiring consultants to evaluate the County's long-term needs for roof maintenance or mechanical system replacements helps anticipate these routine types of capital expenditures for many years into the future. These types of assessments help the County ensure that it makes these needed repairs or replacements at an appropriate time that is not too soon (in order to avoid waste) and not too late (in order to avoid secondary problems or the exceptionally high maintenance that can be associated with building systems that are past life cycle). Long-term assessments of routine capital expenditures also help the County to smooth the financial impact of these projects on the capital improvement plan.

Capital Asset Policy

The Capital Asset Policy provides a strategy for managing Brazos County's physical assets.

The Commissioners' Court has established standard capitalization thresholds for each major class of asset. All County offices are required to use these thresholds. Any change in the threshold for capitalization must be approved by Commissioners' Court.

Class of Asset	Threshold
Land/land improvements/rights-of-way	Capitalize All
Buildings/building improvements	$100,000
Improvements other thanbuildings	$100,000
Infrastructure	$100,000
Machinery, equipment and other assets	$10,000
Leashold improvements	$100,000
Leases	$75,000
Subscription Based Information Techology Arrangements	$75,000

For a more in-depth listing, you may review Brazos County Capital Asset Policy.

Project Prioritization

Due to the limited funding available for capital projects, the County must prioritize potential capital projects. Adjustments are made, as necessary, through technical assessments of the long-term needs and timing requirements. In some cases, staff and technical teams revisit plans to compare the plans' assumptions against current needs for renovations and new facilities.

In determining what expenditures will be funded and when those expenditures should occur the County evaluates all possible capital projects against both long-term and short-term goals:

Projects will be ranked internally using criteria that will include, but is not limited to, public health and safety, federal or state mandates, preservation of the County's existing capital investments, alleviation of overcrowding, demand for services and consistency. All projects will be categorized by priority using the criteria listed below:

***High* priority projects may be those which are:**

(i) required by law or specific court order,
(ii) further the County's vision as adopted by the Court;
(iii) required by contract,
(iv) improve public safety,
(v) reduce current operating, maintenance or contractual expenses,
(vi) increase revenues,
(vii) contribute to job retention and efficiency,
(viii) benefit all or a majority of the residents,
(ix) replace obsolete equipment or software, or
(x) prevent deterioration of assets

***Medium* priority projects may include those which:**

(i) improve delivery of services to the public,
(ii) contribute to job creation, or
(iii) are non-essential but have a high degree of public support.

***Low* priority projects may include those which:**

(iv) support delivery of a service for which there is a declining demand,
(v) enable the provision of a new service not currently provided, or
(vi) improve the quality of life related to a non-essential service.

In-Depth Cost Estimation and Funding Capacity Analysis

Once projects have been identified and prioritized, an initial estimate is assigned to each project for possible assignment and identification of funding. Funding capacity results from two fundamental strategies that the County uses to finance the capital plan.

Strategy 1: ***The County has dedicated two funding streams specifically to the capital plan – Annual (Cash) Funding and Long-Term Debt Funding.***

Strategy 2: ***The County uses debt to fund projects with costs beyond the reach of annual revenues and with useful lives of over five years.***

Annual (Cash) Funding / Fund Balance

Commissioner's Court can choose to set aside funding from the General Fund to support capital projects during the budget process.

Long-Term Debt Funding

The County funds the long-term assets of the CIP with long-term debt. The leveraging of debt funding against cash enables the County to meet the growing capital needs in a fiscally responsible manner. The cost of the capital is then spread over multiple years so that current and future taxpayers share the cost and benefits of the facilities.

Given the favorable interest rates due to our current bond rating, County-approved Certificates of Obligation or voter-approved general obligation bonds represent the least expensive form of debt to the County.

Other Revenue Funds

The County does receive certain specific revenues which, by law, are designated to finance particular functions or activities of government. Examples include grant funds, intergovernmental revenue, courthouse security, justice court security, to name a few. The Budget Office will verify with the County Auditor if requests can be funded from these specially designated funds before using capital monies.

Recommendation

After the initial assessment, the Budget Officer may schedule meetings with all departments to submit additional information or provide clarification on the projects. An estimate of costs of the project will be considered during the initial assessment but may change as more refined estimates are acquired.

After the meetings with departments, subject matter experts and the executive team will review all of the additional information and make recommendations both in funding and final prioritization of projects. Projects will be:

- Categorized by Type and Funding Source
- Prioritized by Assessments
- Recommended for Funding

A final recommendation shall be submitted to the Budget Office for identification and recommendation of funding for all projects in the CIP. Once approved by the Budget Office, Departments will be notified and given an opportunity to appeal.

Appeals

Upon receiving denial, departments have an opportunity to appeal before consideration of the Court. Department directors or their designee must send their written appeal and justification to the Budget Office by the date specified.

Consideration and Approval by the Court

Commissioner Court shall receive the Budget Officer's recommendation and fund the CIP as it deems appropriate. It is anticipated that the Court will approve the plan in conjunction with its annual budgeting process which is due by October 1.

Allowable Modifications

Once items and projects have been approved, certain modifications are allowed without having to resubmit request. These include the following:

- Funding changes are allowed within the same Department's approved asset categories, as long as the individual item allocation does not change, and the reallocations are not for a new asset or project type. Overall funding allocation cannot be exceeded.
- Should actual quotes come in above the original request, the department may request additional funding for the project.

Additional interim allocation requests are allowed once the official CIP is approved. However, these

modifications require Commissioners Court approval. They must meet established criteria:

- Must be necessary to ensure current operations are not disrupted, such as meeting a new unanticipated need or maintaining the delivery of core services. There cannot be available or allocated funding elsewhere.
- Unanticipated breakdowns where cost to repair outweighs the benefits. Situations include it being an employee/public safety issue, operational/revenue disruption, or there is no back-up equipment in place. There cannot be available or allocated funding elsewhere.

All modification requests must be in writing, including justifications, and approved by department head, elected official or designee.

Purchasing Deadline

Once items and projects are approved by Commissioners Court, Departments must initiate purchasing process by the published deadline. Departments can request a rollover of remaining balances in the event of extenuating circumstances. These requests must be submitted in writing to the Budget Office during the budget process.

GLOSSARY

Ad Valorem Tax – A tax levied on the assessed value of both real and personal property in proportionto the value of the property (also known as property tax).

Appropriation - A legal authorization to incur obligations and to make expenditures for specific purposes.

Bond - A written promise to pay a specified sum ofmoney, called the face value or principal amount, at aspecified date or dates in the future, called the maturity date(s), together with periodic interest at aspecified date. The difference between a note and a bond is that the latter runs for a longer period of timeand requires greater legal formality.

Bond Rating – A rating that is received from Standard & Poor's and Moody's Investors Service, Inc., which indicates the financial and economic strengths of the County.

Bonded Indebtedness - The portionof a government's debt represented by outstanding bonds.

Budget - A plan of financial activity for a specified period of time indicating all planned revenues and expenses for the budget period.

Department - The organization unit which is functioning uniquely in its delivery of service.

Expenditure - The payment of cash on the transferof property or services for the purpose of acquiringan asset, service or settling a loss.

Expense - Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest or other charges.

Fiscal Policy - A government's policies with respect to revenues, spending, and debt management as these relate to government services, programs and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming ofgovernment budgets and their funding.

Financial Plan – Models used to evaluate the impact of financial decisions on both debt targets and operating budgets.

Budget Calendar - The schedule of key dates from which a government follows in the preparation and adoption of the budget.

Budget Process - The process of requesting, compiling, analyzing, proposing, discussing and approval of appropriations during the budget cycle.

Capital Improvement Plan – A plan for capital outlays to meet the County's short-term and long-term capital needs.

Capital Outlay - Fixed assets with a value of $5,000 or more and have a useful life of more than twoyears.

Capital Project - Major construction, acquisition, or renovation activities which add value to a government's physical assets or significantly increasetheir useful life.

Capital Project Fund – One or more funds specifically used to account for the acquisition and construction of major capital facilities, major capital improvements, and/or acquisition of major equipment.

Fiscal Year - A twelve-month period designated as the operating year for accounting and budgeting purposes in an organization.

Fund - A fiscal entity with revenues and expenses which are segregated for the purpose of carrying outa specific purpose or activity.

Fund Balance -The excess of the assets of a fund over its liabilities, reserves, and carryover.

General Fund – The major operating fund that accounts for resources not required to be accounted for in other funds and provides for the general

government or daily operations of the county.

General Obligation Bond - A bond backed by the full faith, credit and taxing power of the government.

Goal - A statement of broad direction, purpose or intent based on the needs of the community. A goal is general and timeless.

Grants - A contribution by a government or other organization to support a particular function. Grants may be classified as either operational or capital, depending on the grantee.

Infrastructure - Public domain fixed assets such as roads, bridges, curbs and gutters and similar assets that are immovable and are of value to the governmental unit.

Intergovernmental Revenue - Funds received from federal, state and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes.

Long-term Debt - Debt with a maturity of more thanone year after the date of issuance.

Maintenance & Operations Tax Rate (M & O) – The amount of tax stated in terms of a unit of the tax base allocated to cover general operating expenses.

Obligations - Amounts which a government may be legally required to meet out if its resources. They include not only actual liabilities, but also encumbrances not yet paid.

Operating Budget – The annual budget and process that provides a financial plan for the 150 operation of government and the provision of services for the year.

Operating Revenue – Funds such as taxes, fees, and interest earnings that the county receives as incometo pay for ongoing operations. Operating revenues are used to pay for day-to-day services.

Operating Expenses - The cost of materials and equipment required for a department to function.

Policy – A course of action designed to set parameters for decision and actions.

Reserve - An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Resources - Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

Revenue - Sources of income financing the operations of government.

Special Revenue Funds – A fund used to account for revenues from specific taxes or other earmarked revenues sources, which by law are designated tofinance particular functions or activities of government.

Tax Rate - The amount of tax stated in terms of aunit of the tax base.

Brazos County, Texas
CAPITAL IMPROVEMENT PROGRAM

Overview

Brazos County is committed to developing a formal Capital Improvement Program (CIP). This program will identify the major capital needs for the county for the next five to ten years and will provide a plan for funding present and future projects for roads, infrastructure, major repairs and upgrades to county facilities and the replacement of capital equipment including technological enhancements.

A Capital Improvement Committee will be formed and will be responsible for reviewing departmental requests and proposing a five to ten-year Capital Improvement Program. The committee will include the following representatives:

- County Auditor
- Budget Officer
- County Engineer
- Director of Facilities Services
- Director of Information Technology
- Purchasing Agent
- Commissioners Court – 2 Members

The Committee will consider the feasibility of all proposed capital projects submitted by County departments. They will evaluate their necessity, priority, location, and cost and will recommend methods of financing the various projects. Priority will be given to projects of a life-safety nature. Once the CIP Committee is approved by Commissioners Court, it will meet regularly throughout the year to monitor the progress of the projects and recommend revisions as needed.

Capital Improvement Projects will include the project description and scope, purpose and needs assessment along with operating budget impact, and revenue or cost savings efficiency factors. All projects will be required to have a method of financing to include all funding sources.

Upon completion and adoption, the Capital Improvement Program will become the guide for the Commissioners Court, Budget Officer, County Auditor, and County departments with respect to bond sales and the annual budgeting process. The Commissioners Court takes the final action of adopting the capital budget.

Only projects approved by Commissioners Court as part of the budget process will be considered an approved project. All subsequent year estimates are for planning purposes only and will be reevaluated at the conclusion of each year's budget process. The formal Capital Improvement Program is approved by the Commissioners Court.

Brazos County, Texas
Capital Improvement Committee

The Capital Improvement Committee (CIC) is responsible for reviewing the county's departmental capital improvement program (CIP) requests and will consider the feasibility of proving recommendations to the Brazos County Commissioners Court. This committee includes the following representatives: County, Auditor, Budget Officer, County Engineer, Director of Building and Maintenance, Director of Information Technology, Purchasing Agent, and 2 members of the Commissioners Court. The committee is also given the authority to request the assistance of other county departments in the development of the CIP. The CIC will evaluate the necessity, priority, location, and cost and may recommend methods of financing for the various projects. Once the CIP is approved by Commissioners Court, the committee will meet regularly throughout the year to monitor the progress of the projects and recommend revisions as needed.

The overall goal of the CIC is to develop a Capital Improvement Program which makes recommendations that:

- Preserve the past by investing in the continued upgrade of county assets and infrastructure.
- Protect the present with improvements and/or additions to facilities, roads and capital investments.
- Plan for the future of the County.

Proposed projects will be submitted to the Budget Office by the various county departments. A CIC meeting will be scheduled for the departments to present their program needs. The Capital Improvement Committee will prepare an in-depth analysis and review of the projects requested. It will also conduct, and internal project ranking process and will use the criteria that will include, but not limited to, public health and safety, federal or state mandates, preservation of the County's existing capital investments, and demand for services and consistency. All projects will be categorized by priority using the criteria listed below:

- Immediate – Projects are in progress or expected to be stated within one year.
- Short-Term – Projects are expected to start within the next 2-3 years.
- Long Term – Projects are expected to begin within the next 4-5 years.
- Future Projects – Projects are anticipated, but not scheduled within a 5-year planning period.

The Capital Improvement Committee will evaluate capital projects based on the urgency of the project, the readiness of the project, whether the project is suitable for separating into phases and whether the project is consistent with the overall CIP program.

Capital Financing

The County's legal limits on debt are stated in the Constitution of the State of Texas, Article 3, Section 52. It says that upon a vote of the voting qualified voters of the county, the County may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of the County. The County must set up a sinking fund and levy and collect taxes to pay the interest and principal of the annual required debt service until the debt is retired.

The 2021 adopted assessed value of the real property in the County is $ 19.1 billion and $0.495 cents per $100 of valuation of this amount is $94.7 million. The total debt of the County is $10.1 million to be paid over the years until 2037.

The County relies on the advice of a professional financial advisor and its own professional staff about when it is advisable to issue new debt. A guiding principle on the issuance of new debt is the desire of the County to continue to maintain a good bond rating.

Brazos County, Texas
Capital Improvement Calendar

March 5, 2021: Distribution of 2022 Capital Improvement Projects (CIP) information

March 5 – April 22, 2021: Departments prepare CIP requests

April 5 – April 22, 2021 Training on Oracle Planning & Budgeting Cloud Service (PBCS)

April 23, 2021: Capital Improvement Project Forms due to Budget Office

May 10-14, 2021: Department Meetings with Capital Improvement Committee (CIC)

May – Committee Finalizes Recommendations

June - Recommendation submitted to members of Commissioners' Court

September – Capital Improvement Program Approved by Commissioners' Court

Brazos County, Texas
Capital Project Evaluation Questions

Urgency of the Project

- What are the most urgent projects and why?
- Is the project needed to respond to state or federal mandates?
- Will the project improve unsatisfactory environmental, health and safety conditions?
- What will happen if the project is not funded?
- Does the project accommodate increase in demand for services?

Readiness of the Project

- Has the research and planning of the project been completed?
- Are plans, permits and other similar requirements ready?
- Have affected citizens received notice and briefings?
- Are the departments ready to move forward with the project?
- Is the project compatible with the implementation of the other proposed projects?

Phase-In of Project

- Can this project be separated into different phases?
- Is the timing of the project affected because funds are not available?
- Does the project have a net impact on the operating budget? If so, which years?
- Does the project preserve previous capital investments or restore a capital facility to adequate operating condition?

Planning for the Project

- Is the project consistent with the CIP?
- Can projects of similar use or purpose be located at one location?
- Does the project increase the efficiency of the service delivery?
- What are the number and types of persons likely to benefit from the project?
- Will any group be adversely affected by the project?
- What geographical areas will the project serve?
- Are there any operation service changes that could affect the development of the projected cost estimates?

While project ratings are important in determining recommended priorities, the County's financial situation is critical to all decisions.

Brazos County, Texas
Project Management Checklist

Getting Started

- Develop a business case for the project
- Make sure the project fits the County priorities
- Overview any key risks avoiding details
- Identify all concerned in the project
- Consult Budget Office for funding source (s)
- Get the project case approved by Commissioners Court

Defining the Project

- Write project definition statement
- Send project definition statement to all concerned
- Define areas to be included in the project scope
- Describe what each person does in the project
- Specify responsibility of each project team member
- Think who should be included in the project team
- Ensure each team member has the skills required for the specific project
- Form a group of project managers
- Hold a meeting with all concerned

Planning the Project

- Brazos County Capital Improvement Program Create a project planning checklist
- List all the activities in work breakdown structure
- Group tasks under different category headings
- Write down dependencies of all activities
- Estimate how much time each activity will take
- Identify activities that have to be completed by the due date
- Prioritize planned activities
- Make a communication plan and communicate it with all concerned
- Carry out a full risk analysis
- Appoint a team member to manage each risk
- Filter your project for slipping tasks
- Create a chart to monitor the project progress
- Make a milestone plan for the stages of the project

- Check the project by the milestone dates
- Set a realistic deadline for the project

Project Management Checklist (continued)

Monitoring the Project

- Agree monitoring and reviewing process with Commissioners Court **Project Executive**
- Decide on how and what will be monitored in the project
- Keep records of the project
- Chose the type of control that is needed
- Agree monitoring and approving changes with Commissioners Court **Project Executive**
- Have a formal approval from County Judge before action change
- Appoint someone to be responsible for the project quality
- Review the project quality with the requesting department
- Make sure someone can sanction changes in the event of County Judges' absence
- Set an agenda for project meetings to review progress
- Define action points against each item on the agenda
- Review the items on the critical path
- Report if the cost or time limit exceeded
- Report progress at the end of each stage of the project
- Monitor issues that may be causing concern

Closing Down the Project

- Set a date for a post project review meeting
- Invite Commissioners Court Members/Elected Officials and Department Heads
- Consider debriefing the project team at the meeting
- Check whether you have the same results as in the original plan
- Check budget, quality requirements and deadline meetings
- Make a list of unfinished tasks
- Write final project report and share it with all concerned
- Inform all involved in the project about its close down or completion
- Thank all project contributors
- Celebrate the completion with your team members

Brazos County Capital Improvement Program

Exhibits

- CIP – Proposed Financing
- CIP – By Category
- CIP – Proposed Implementation Schedule (Years and Funding Amount)

BRAZOS COUNTY, TEXAS

CAPITAL ASSET POLICY

Approved by Commissioners Court

April 8, 2003

Revised by Commissioners Court

May 10, 2005

Revised by Commissioners Court

August 26, 2008

Revised by Commissioners Court

May 31st, 2016

Revised by Commissioners Court

June 7, 2016

Revised by Commissioners Court

September 24, 2024

Revised by Commissioners Court

October 28, 2025

BRAZOS COUNTY CAPITAL ASSET POLICY

CONTENTS **Page**

Introduction 1

Subchapter A - Capital Asset Definitions and Guidelines

Capital Asset Definitions and Guidelines 2
Capital Asset Classification 2-3
Capitalization Thresholds 3
Capital Asset Donations 3-4
Leases 5
Capital Asset Acquisition Cost 5-6
Capitalized Additions or Improvements 6
Capital Asset Impairments 7-8
Depreciating Capital Assets 8-9
Residual or Salvage Value 9
Sale, Disposal, Cannibalization or Retirement of Capital Assets 9
Insurance and Insurance Recoveries 10
Assets Held in Trust 10
Assets Acquired for Sale 10
Controlled Assets 11
Identification of Assets 11-12
Assets Assigned to Employees 12
Annual Asset Certification 12
Accountablity 12-13
Interdepartmental Transfer of Property 13
Disposal of Unwanted Property 13-14

Subchapter B. Capital Asset Categories – Land and Land Improvements

Land Definition 14
Land Improvement Definition 14
Depreciation 14
Capitalization Threshold 14-15

Subchapter C. Capital Asset Categories – Buildings and Building Improvements

Building Definition 15
Depreciation 15-16
Capitalization Threshold 16-19

Subchapter D. Capital Asset Categories – Improvements Other than Buildings

Improvements Other Than Buildings Definition 19
Depreciation 19
Capitalization Threshold 19

BRAZOS COUNTY CAPITAL ASSET POLICY

CONTENTS **Page**

Subchapter E. Capital Asset Categories – Infrastructure

Infrastructure Definition 19-20

Jointly Funded Infrastructure 20

Maintenance Costs 20

Infrastructure Improvements 21

Required Steps to Upgrade a Gravel Road 21-22

Depreciation for Infrastructure Assets 22-23

Capitalization Threshold 24

Subchapter F. Capital Asset Categories – Machinery, Equipment, and Other Assets

Machinery, Equipment, and Other Assets Definition 25

Jointly Funded Machinery, Equipment, and Other Assets 25

Audio/Video Systems and Camera Systems 25

Depreciation 25

Capitalization Threshold 26

Subchapter G. Capital Asset Categories – Leasehold Improvements

Leasehold Improvements Definition 26-27

Depreciation 27

Capitalization Threshold 27

Subchapter H. Capital Asset Categories – Construction in Progress

Construction in Progress Definition 27

Depreciation 27

Capitalization Threshold 27

Subchapter I. Capital Asset Categories – Computer Software

Definition 28

Depreciation 28

Capitalization Threshold 29

Appendix "A" – Capital Asset Codes 29-30

Appendix "B" – Glossary of Terms 31-33

Appendix "C" – Depreciation Lives 34-35

BRAZOS COUNTY CAPITAL ASSET POLICY

Introduction

The Governmental Accounting Standards Board (GASB) sets Generally Accepted Accounting Practices (GAAP) for governmental agencies. Issued in June 1999, GASB Statement No. 34 (or GASB 34) set new GAAP requirements for reporting capital assets including infrastructure assets like roads, bridges etc.. The County implemented the new reporting model in fiscal year 2003.

The County Auditor's Office, the Purchasing Office, and Management of the Road and Bridge Department collaborated on the original draft of this policy. The State of Texas Capital Asset Guide served as the basis for the Brazos County Capital Asset Policy and was used with permission from the State Comptroller. The Capital Asset Policy is essential in assisting County Offices to implement GASB 34. Detailed instructions and procedures will be developed by the County Auditor and the County Engineer as needs arise. Included in this guide are asset category definitions, capitalization thresholds, depreciation methodologies, and examples of expenditures for each class of assets. Additionally, guidelines for leasehold improvements and construction in progress have been included.

The County implemented GASB Statement No. 96 (GASB 96) in fiscal year 2021 for reporting subscription-based information technology arrangements (SBITA). A SBITA is a contract that conveys control of the right to use another party's information technology software as specified in the contract for a period of time in exchange or exchange-like transaction. If a SBITA meets the guidelines set by GASB No. 96, then it is considered an asset for the term of the contract.

The County implemented GASB Statement No. 87 (GASB 87) in fiscal year 2023 for reporting leases. A lease is a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in exchange or exchange like transaction. If a lease meets the guidelines set by GASB No. 87, then it is considered an asset for the term of the contract. Additional information is provided under Leases.

Subchapter A - Capital Asset Definitions and Guidelines

Capital Asset Definitions and Guidelines

Capital assets are real or personal property that have a value equal to or greater than the capitalization threshold established for the particular category of the asset and have an estimated useful life of greater than three years.

A capital asset can also include intangible assets which are defined in GASB 51, GASB 87, & GASB 96. GASB 51 defines an intangible asset as lacking physical substance, nonfinancial in nature and have a multiple period useful life. GASB 87 & 96 defines the intangible asset as having a contract/agreement that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Intangibles include water rights, computer software, software agreements, leases and easements.

A capital asset is to be reported and depreciated in government-wide statements whereas a non-capitalized asset is expensed in the year of acquisition. The County has invested in a broad range of capital assets that are used in the County's operations, which include the following major categories:

(1) Land and land improvements
(2) Right-of-way
(3) Buildings and building improvements
(4) Improvements other than buildings
(5) Infrastructure
(6) Machinery, equipment and other assets
(7) Leasehold improvements
(8) Construction in progress
(9) Subscription Based Information Technology Arrangements
(10) Leases

Capital Asset Classification

Capital assets acquired through purchase, construction, donation, agreement and lease that meet or exceed the County's established capitalization thresholds and useful life requirements must be uniformly classified utilizing the County Auditor's account structure and

Capital Asset Classification (continued)

the corresponding capital asset code structure. A current copy of the codes is attached as Appendix "A" to this guide.

Capitalization Thresholds

A capitalization threshold is the monetary part of the criteria by which an organization determines whether an asset should be reported on the balance sheet. The criteria also include the item's estimated useful life. The Commissioners' Court has established standard capitalization thresholds for each major class of asset. All County offices are required to use these thresholds. Periodically, the County Auditor will be responsible for reviewing current standards. The County Auditor upon review may propose changes to the County's uniform useful lives and residual values for each class of asset and subclasses where appropriate. Any change in the threshold for capitalization must be approved by the Commissioners' Court.

Class of Asset	Threshold
Land/land improvements/right-of-way	Capitalize All
Buildings/building improvements	$100,000
Improvements other than buildings	$100,000
Infrastructure	$100,000
Machinery, equipment and other assets	$ 10,000
Leasehold improvements	$100,000
Leases	$75,000
Subscription Based Information Technology Arrangements	$75,000

Capital Asset Donations

(1) Donations are defined as voluntary contributions of resources to a governmental entity by a non-governmental entity. The donated capital assets will be capitalized at fair market value (FMV) at the time of the donation. Fair market value (FMV) is the price that property would sell for on the open market. It is

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Capital Asset Donations (continued)

the price that would be agreed on between a willing buyer and a willing seller, with neither being required to act, and both having reasonable knowledge of the relevant facts.

If determining historical cost is not practical due to inadequate records, reporting should be based on estimates of fair market value at the date of donation.

Note: A voluntary contribution of resources between governmental entities is not a donation.

County Offices must follow the Brazos County Property Donation Procedure and current statutes before accepting donated property.

(2) Once accepted by Commissioners' Court, donated capital assets are reported at fair market value plus ancillary charges, if any, at the time of the donation. The donated capital assets must be classified utilizing the County Auditor's account structure and the corresponding capital asset code structure. They are depreciated over their estimated useful lives as determined for each asset class.

(3) If the County receives a donation of a capital asset and intends to sell the asset immediately, revenue must be recognized (sales price). In these cases, the receiving County office must provide supporting documentation regarding the sale or contract-to-sell to the County Auditor. This supporting documentation will allow the Auditor to determine when revenue should be recognized. And, allow the County Auditor to better advise the Commissioners' Court when they consider the donation.

(4) In some cases, donated capital assets are given with the stipulation (time requirement) that the asset cannot be sold, disbursed or consumed until a specified number of years have passed or a specific event has occurred. For such cases, the capital asset should be reported as "Net Assets – Restricted" as long as the restrictions or time requirements remain in effect. The receiving County office should provide the County Auditor with any such restrictive stipulations.

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Leases

(1) A lease is considered an asset if the lease term is more than 12 months, including any options to extend, or unless it transfers ownership of the underlying asset.

(a) A lease term is defined as the period during which a lessee has a noncancellable right to use an underlying asset, plus the following periods, if applicable:

(i) Periods covered by a lessee's option to extend the lease if it is reasonably certain that the lessee will exercise that option

(ii) Periods covered by a lessee's option to terminate the lease if it is reasonably certain that the lessee will not exercise that option

(iii) Periods covered by a lessor's option to extend the lease if it is reasonably certain that the lessor will exercise that option

(iv) Periods covered by a lessor's option to terminate the lease if it is reasonably certain that the lessor will not exercise that option

(2) Leases that do not meet any of the above requirements will be expensed

(3) County Offices should notify the County Auditor when potential leases are being developed to ensure that leases are recorded as required by Generally Accepted Accounting Principles. When a lease is involved, County Offices must provide the County Auditor with the same information regarding the asset as with any other asset acquisition.

Capital Asset Acquisition Cost

(1) Capital assets should be recorded and reported at their acquisition or historical costs, which include the vendor's invoice cost, initial installation cost to include in-house labor, modifications, attachments, accessories or any item necessary to make the asset usable and render it available for service. Capitalized costs also include ancillary charges such as freight and transportation charges, in-transit insurance charges, handling and storage charges, site preparation costs and professional fees.

(2) The County will not capitalize interest during construction on assets that are constructed or otherwise produced for the County's own use (including assets

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Capital Asset Acquisition Cost (continued)

constructed or produced for the County by others for which deposits or progress payments have been made) unless the construction contract is greater than $15 million.

(3) If something other than cash is used to pay for the asset, the fair-market value of the non-cash payment or consideration determines the asset's cost or acquisition value. When the value of the consideration paid can't be determined, the asset's fair-market value determines its cost.

(4) In the event of a trade-in, the County's net book value of the asset being traded will be added to the purchase price of the new asset. For example:

Cost of Equipment Traded	$15,000
Accumulated Depreciation to Date of Trade	8,000
Book Value of Equipment Traded	$ 7,000
Cash paid in Exchange of New Equipment	5,000
Book Value of New Equipment	$12,000

Capitalized Additions or Improvements

(1) The historical cost of a capital asset should include the cost of any subsequent additions or improvements if it meets the capitalization threshold within its class; and either

(a) Increase their utility (through increased capacity or serviceability) or

(b) Extend their total estimated useful life.

(2) The expenditure that does no more than return a capital asset to its original condition, regardless of amount, should be classified as repairs and maintenance expenditure.

(3) When a given action has both a repair component and an improvement component, an appropriate portion of the cost should be assigned to each component.

(4) County offices and departments must notify the County Auditor for such additions or improvements to ensure proper capitalization of and accurate accounting of the capital assets.

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Capital Asset Impairments

Accounting standards define asset impairment as "a significant, unexpected decline in the service utility of a capital asset". "Service utility" is the usable capacity that at acquisition was expected to be used to provide service". To qualify, a decline in service utility must be both:

(1) Significant (in relation to the asset's current service utility) and

(2) Unexpected (not part of the normal life cycle of the asset or foreseeable at the time the asset was acquired).

Impairment must be permanent. A mere temporary decline in the service utility of an asset would not qualify as impairment. The restoration costs incurred as a result of capital asset impairment should be capitalized.

When determining if an asset has been impaired the following will be considered:

(1) Physical damage where action would be needed to restore lost service utility;

(2) Changes in laws, regulations or other environmental factors that negatively affect service utility.

(3) Technological developments that negatively affect service utility, or evidence of obsolescence.

(4) Change in the manner or duration of use of a capital asset that negatively affect its service utility (ex: putting an asset to a less than optimal use or deciding to use a capital asset for less than its useful life);

(5) Stoppage of construction.

(6) Stoppage of development (for internally generated intangible assets).

If the impaired asset will no longer be used in operations, it should be treated the same as capital assets sold, disposed of, or retired. If the impaired asset will continue to be used in operations, the impairment should be calculated using either the restoration cost approach, the service units approach, or the deflated depreciated replacement cost approach.

The restoration cost approach is used when the impairment is from physical damage such as fire, wind, and storms.

The service units' approach is used when the impairment is from environmental factors, technological changes, obsolescence, or changes in the manner or duration of use.

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Capital Asset Impairments (continued)

The deflated depreciated replacement cost approach is used to measure impairment losses from change in the manner or duration of use.

Impairments are reported net of the insurance recovery, in which case an impairment gain is possible. If the County is able to recover impairment losses through disaster assistance programs sponsored by higher levels of government (such as the Federal Emergency Management Agency), the assistance is, in substance, a grant and should be recognized separately as revenue in its own right.

There are two ways to treat the adjustment to the carrying value of the impaired asset:

(1) The entire amount of the impairment can be treated as a direct increase to accumulated depreciation based on the notion that the impairment is essentially a reduction of the capital assets useful life or

(2) The impairment can be treated as a proportionate reduction of both the reported value of the asset and accumulated depreciation, based on the notion that the impairment represents the effective retirement of a portion of the asset.

Depreciating Capital Assets

(1) Capital assets would be depreciated over their estimated useful lives. Some assets such as land and library books (with current annotations), have unlimited useful lives and are considered inexhaustible. Therefore such assets are not depreciated.

(2) It is anticipated that capital assets, excluding infrastructure assets, will be depreciated using the straight-line depreciation method. This method provides that depreciation for one-year equals the cost of the asset (less anticipated salvage value) divided by the years of anticipated useful life (see Appendix "C"). During the budgetary process, depreciation will not be required to be budgeted by the operating department for which the asset supports. Depreciation is a non-cash item and therefore it is not anticipated that "cash" or a "cash equivalent" will exchange hands during the year, but will be expensed on an annual basis when the County presents its government-wide statements. County Offices may be requested to provide the county auditor with technical information necessary to evaluate an asset's useful life or residual value.

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Depreciating Capital Assets (continued)

(3) The County opts to depreciate vehicles and some machinery using the service-quantity method. Under this method, the depreciation varies annually, depending on the level of use of the asset during the period. When use varies from period to period, this method more realistically reflects the decline in service potential through depreciation expense than does a method that recognizes depreciation based on the passage of time but disregards the level of activity.

Residual or Salvage Value

Residual or salvage value is an estimate of the amount that will be realized at the end of the useful life of a depreciable asset through sale or disposal. This value may be based on:

(1) general guidelines from some professional organizations such as GFOA, etc.,

(2) information from other governmental entities,

(3) internal experiences, or

(4) estimates provided by professionals such as engineers, architects, etc.,

(5) Salvage Value of the asset from the insurance company

If an asset is deemed a total loss, but is later salvaged by the County from the insurance company, it should first be retired in the system. A new asset should then be created using the salvage value as its cost.

The County engineer will be responsible for establishing residual salvage value for all of the County's heavy equipment. The County Auditor will establish a residual salvage value for vehicles and work trucks and other "general fixed assets". All assets without a designated salvage value will be assumed to be consumed within their estimated useful life.

Sale, Disposal, Cannibalization or Retirement of Capital Assets

County Offices are to transfer all property to be disposed of to the Purchasing Agent, including cannibalized machinery or equipment once it is no longer operable. Once the property is disposed of, the purchasing department will need to provide the county auditor with all information required to properly record the sale, disposal, or retirement of an asset. In general, this information must include the value of any asset or value received from the disposal of the asset, including any proceeds of insurance or Risk Management Self-Insurance reimbursements. Refer to the Purchasing Policy and Procedures Manual under "Disposal of Property" for procedures covering the sale of capital assets.

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Insurance and Insurance Recoveries

Accurate and complete information on capital assets is essential to properly insuring the assets against loss or damage. The Risk Manager is responsible for determining applicable coverage needed based on information gathered and provided in accordance with this policy. For accounting and financial reporting purposes, an insurance recovery is recognized as soon as it becomes realizable. A recovery is considered to be realizable if the insurer has admitted or acknowledged coverage. Insurance recoveries associated with a capital asset will be reported as an other financing source (like the proceeds from the sale of a capital asset) if the recovery is significant.

If an asset is deemed as a total loss by the insurance company, the County may salvage the asset back from the insurance company. If this happens, the asset will carry liability only insurance.

Assets Held in Trust

Capital assets held by the County on behalf of a non-county entity and under the temporary control of the County should be recorded as "assets held in trust" until returned to the owners. This includes assets owned by the federal government that have been loaned to the County. This would also include "seized" assets that have been authorized by the Courts to be used by a county agency on a temporary basis. Assets purchased with federal or state grant funds in which the asset remains the property of the granting agency would also be included in this category. No depreciation would be recorded for assets held in trust until the ownership is transferred to the County.

Assets Acquired for Sale

Governmental funds do not report capital assets or depreciation because such assets are normally used in operations and are not available for spending. However, specific items of land, building, and equipment are occasionally acquired with the intent of sale, meaning that they qualify as financial assets (assets held for resale), which will convert to cash in due course. The most common examples are foreclosure properties, redevelopment properties, and donated assets held for resale rather than retained for use in operations. Assets that fall into this category are properties that are "struck off" to the County at tax sales held by the Sheriff. These properties will be reported on the financial statements at an amount equal to the taxes, penalties and interest owed to Brazos County.

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Controlled Assets

Controlled Assets are assets that fall below the capitalization threshold, but have been identified by Commissioner's Court and the grantor as items that should be tracked for accountability. Controlled assets are defined as:

(a) Assets that are purchased with another entity's funds such as grants. Assets that require tagging and tracking will be determined based on the grant requirements or the requirements of the funding agency, as appropriate.

Accountability of Controlled Assets shall be accomplished by assigning a fixed asset number to the asset and accounting for it in the annual inventory certification with all other assets. Each department shall properly identify and mark the assets as "Property of Brazos County" and reasonable care should be exercised to ensure that the asset is being used for County purposes only.

Additions, deletions or changes to the "Listed Items" must be approved by Commissioner's Court.

Identification of Assets

All non-computer-related assets belonging to Brazos County that meet the criteria of a capital or controlled asset shall be properly tagged with a fixed assets identification number provided by the Purchasing Department. All computer-related products purchased through Information Technology Department will be assigned asset identification numbers by the Information Technology Department. The identification tag sticker is issued along with a Fixed Asset Transfer Sheet, which needs to be filled out by the department that purchased the item. The department will then be responsible for placing the sticker in a visible location on the asset within 5 working days and completing the required sections of the transfer sheet. The completed transfer sheet will be returned to the Purchasing or Information Technology Department in a reasonable time frame. In the event that the identification tag sticker will not adhere effectively to the asset, then the department receiving the asset shall use the most effective means to properly identify the asset with the inventory asset number and mark the asset as "Property of Brazos County." Stamping, engraving, permanent marker, or any other method that is not easily removed will be sufficient for tagging the asset.

Exceptions to tagging assets are land, buildings, and roads. In addition, assets such as guns and covert surveillance equipment may be exempt when the tagging of the asset may

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Identification of Assets (continued)

hinder the usefulness of the asset. Alternative records should be kept at the department to aide in the identification of the asset, including cross-reference to serial numbers when available.

Assets Assigned to Employees

Assets assigned to individual employees such as, guns, vehicles, are to be documented by the assigning department and available for review by the Auditor's office. The documentation should include the employee's name, a description of the asset, any available serial numbers and asset identification numbers if applicable, the date the asset was assigned to the employee and the initials of the employee indicating receipt of the asset. All changes to assets assigned to employees are to be documented at occurrence and the documentation should be reviewed and initialed by the employee at least annually.

Capital assets will be entered into the financial software used by the County. Information entered will include assigned asset number, asset description, asset location, initial cost, date acquired, serial numbers, depreciation, disposal date etc. The tables used in the financial software will be maintained by the Purchasing department. Purchasing will be responsible for updating information on assets with periodic review and reconciliation with expenditures by the County Auditor.

Annual Asset Certification

Departments will be provided with a printout of the assets assigned to that department each year. The department head or their designated representative will ensure that a complete inventory review of the assets assigned to the department is performed. Any required additions/ deletions/ changes are to be noted on the list and communicated to the Purchasing Department with the appropriate documentation attached, such as a completed transfer form or police report. Once the department has completed the review, the elected official or department head is to certify to the accuracy of the list and return it to the Auditor's Office by September 30th. Each department will be held accountable for the assets entrusted to their control. A copy of the inventory will be retained by the elected official / department head, the Purchasing Agent, and the County Auditor.

Accountability

On July 1, of each year the Purchasing Department shall file an inventory of all property of the County with the Commissioners Court (Local Government Code §262.011(i)). The

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Accountability (continued)

inventory as filed will be by department. The inventory will clearly represent the property, plant and equipment each department is to be held accountable for.

When an elected official and/or department head terminates employment with the County it is the responsibility of the elected official / department head to coordinate a date and time with the County Auditor to complete a physical inventory of the assets assigned to the elected official/department head. Commissioner's Court will not release the elected official/ department head from liability until all assets assigned for responsibility have been accounted for and turned over to the Commissioner's Court. **The elected official / department head will be personally responsible for replacing assets that are found missing at current replacement cost.**

All elected officials / department heads which have been issued software purchased and/or developed by the County and that is no longer being used are required to return the software to the Information Technology Department. Each elected official / department head is responsible for ensuring that the software is returned and that the County Auditor is properly notified.

Commissioners Court does not permit, nor does it allow any elected official, department head or employee of Brazos County and/or anyone who may have the occasional access to a department in Brazos County buildings, to make a copy of any software that has been licensed to the County or developed by the County.

Interdepartmental Transfers of Property

When property as defined in this policy is transferred from one department to another; a transfer sheet must be signed by representatives of both the transferring and receiving departments to be considered complete. A copy of the completed transfer sheet shall be sent to the Purchasing Department so that the transfer can be recorded in the County's fixed asset system accordingly.

Disposal of Unwanted Property

When a non-computer-related fixed asset is determined to no longer be of use to a department, the department should contact the Purchasing Department and complete a transfer sheet detailing all available information for the item. The Purchasing Department will decide whether the item needs to be transferred to another department for use or to be sent to surplus (auction). Items that have been determined to be of no use to any other department shall be

Subchapter A - Capital Asset Definitions and Guidelines (continued)

Disposal of Unwanted Property (Continued)

sent to auction. Any assets put to auction that do not sell can be destroyed and disposed of with the Commissioners' Court's approval. The surplus of computer hardware is to be handled by the Information Technology Department. Once the Department has determined that a computer can be safely disposed, a completed transfer sheet will be sent to the Purchasing Department. The transfers and the disposals of the assets will be recorded in the County's fixed asset system by the Purchasing Department.

Subchapter B. Capital Asset Categories – Land and Land Improvements

Land Definition

Land is the surface or crust of the earth, which can be used to support structures, and may be used to grow crops, grass, shrubs, and trees. Land is characterized as having an unlimited life (inexhaustible life). Land is to be capitalized but not depreciated. It is recorded at historical cost and remains at that cost until disposal.

Land Improvement Definition

Land improvements consist of earth moving and similar improvements, which ready land for its intended use. The costs associated with improvements to land can be added to the cost of the land if they met any of the following conditions:

(1) expenditures for improvements that do not require maintenance or replacement
(2) expenditures to bring land into condition to commence erection of structures
(3) expenditures for improvements not identified with structures, and
(4) expenditures for land improvements that do not deteriorate with use or passage of time.

Depreciation

Land and land improvements are inexhaustible assets and do not depreciate over time. Inexhaustible assets have unlimited useful lives.

Capitalization Threshold

All acquisitions, including donations, of land and land improvements will be capitalized. There is not a nominal level established for capitalization of land and/or land improvements. Examples of expenditures to be capitalized as Land and Land Improvements are as follows:

(1) Purchase price and/or fair market value at time of donation

Subchapter B. Capital Asset Categories – Land and Land Improvements (continued)

Capitalization Threshold (continued)

(2) Commissions

(3) Professional fees (title searches, architect, legal, engineering, appraisal, surveying, environmental assessments, etc.)

(4) Land excavation, fill, grading, drainage

(5) Demolition of existing buildings and improvements (less salvage) (if the land is purchased with the intent of demolishing existing buildings)

(6) Removal, relocation, or reconstruction of property of others (railroad, telephone and power lines)

(7) Interest on any mortgages accrued at date of purchase

(8) Accrued and unpaid taxes at date of purchase

(9) Other costs incurred in acquiring the land

(10) Right-of-way

Subchapter C. Capital Asset Categories – Buildings and Improvements

Building Definition

A building is a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable. Buildings that are an ancillary part of the County's Road system, such as rest area facilities will be reported as infrastructure rather than as buildings. Buildings should be recorded at either their acquisition cost or construction cost.

A building improvement materially extends the useful life, increases the value, adds capacity, or increases efficiency of the building. A building improvement should be capitalized and depreciated. Examples of building improvements include, but are not limited to, the addition (not replacement) of an elevator or air conditioning system unit. Improvements also include the replacement of existing equipment (such as lighting or air conditioning) which cost substantially more than the original.

Depreciation

(1) Buildings and building improvements are depreciable assets. The depreciation method will be determined by the County Auditor's Office for all buildings and building improvements (see Appendix "C"). Depreciation for a building or an improvement begins the first day of the fiscal year following the year the building

Subchapter C. Capital Asset Categories – Buildings and Improvements (continued)

Depreciation (continued)

or improvement is placed in service. Placed in service is when the Certificate or Occupancy or Certificate of Completion is obtained.

(2) Buildings designated as "historical" by the Texas Historical Commission are not depreciated unless used in the operations of the County. However, any improvements not deemed "historical" by the Texas Historical Commission are depreciated the same as any other improvements made to a building (see Appendix "B").

(3) Long term building improvements with multiple phases will begin being depreciated upon completion of each phase and on the first day of the fiscal year following the year the phase is placed into service.

Capitalization Threshold

The capitalization threshold for buildings and building improvements is $100,000 (see chart on page 3). Examples of expenditures to be capitalized as Buildings:

(1) PURCHASED BUILDINGS

(a) Original purchase price.

(b) Expenses for remodeling, reconditioning, or altering a purchased building to make it ready to use for the purpose for which it was acquired if it extends the useful life, increases the value, adds capacity or increases efficiency of the building.

(c) Environmental compliance (i.e., asbestos abatement);

(d) Professional fees (legal, architect, inspections, title searches, etc.);

(e) Payment of unpaid or accrued taxes on the building to date of purchase.

(f) Cancellation or buyout of existing leases; and,

(g) Other costs required to place or render the asset into operation.

(2) CONSTRUCTED BUILDINGS

(a) Completed project costs;

(b) Interest accrued during construction (for contracts in excess of $15 million);

(c) Cost of excavation or grading or filling of land for a specific building;

(d) Expenses incurred for the preparation of plans, specifications, blueprints, building permits, etc.;

Subchapter C. Capital Asset Categories – Buildings and Improvements (continued)

Capitalization Threshold (continued)

(e) Professional fees (architect, engineer, management fees for design and supervision, legal);

(f) Costs of temporary buildings used during construction;

(g) Unanticipated costs such as rock blasting, piling, or relocation of the channel of an underground stream;

(h) Permanently attached fixture or machinery that cannot be removed without impairing the use of the building;

(i) Parking lots, landscaping and fencing;

(j) Additions to buildings (expansions, extensions, or enlargements); and,

(k) Build-out of interior spaces to specifications

(3) BUILDING IMPROVEMENTS

(a) Conversion of attics, basements, etc., to usable office, clinic, research or classroom space

(b) New structures attached to the building such as covered patios, sunrooms, garages, carports, enclosed stairwells, etc.

(c) Installation or upgrade of heating and cooling systems, including ceiling fans and attic vents

(d) Original installation/upgrade of wall, ceiling, or floor covering such as carpeting, tiles, paneling, or parquet

(e) Structural changes such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing

(f) Installation or upgrade of window or door frame, upgrading of windows or doors, built-in closets and cabinets

(g) Interior renovation associated with casings, baseboards, light fixtures, ceiling trim, etc.

(h) Exterior renovation such as installation or replacement of siding, roofing, masonry, etc.

(i) Installation or upgrade of plumbing and electrical wiring

Subchapter C. Capital Asset Categories – Buildings and Improvements (continued)

Capitalization Threshold (continued)

(j) Installation or upgrade of phone or closed-circuit television systems, networks, fiber optic cable, wiring required in the installation of equipment (that will remain in the building)

(k) Other costs associated with the above improvements

ote: For an improvement to be capitalized, it must be a part of a major repair or rehabilitation project that increases the value, and/or useful life of the building. For example, renovation of the County Courthouse is included. A replacement may also be capitalized if the new item/part is of significantly improved quality and higher value compared to the old item/part, such as a replacement of an old shingle roof with a new fireproof tile roof. Replacement or restoration to the original utility level would not be capitalized. Determinations must be made on a case by case basis. County Offices should contact the County Auditor's Office prior to encumbering funds if there is uncertainty regarding proper capitalization under Generally Accepted Accounting Principles.

(4) MAINTENANCE EXPENSE (after completed construction)

The following are examples of expenditures that are ***not*** capitalized as improvements to buildings. Instead, these items should be recorded as *maintenance* expense.

(a) Adding, removing and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building;

(b) Improvement projects of minimal or no added life expectancy and/or value to the building;

(c) Plumbing or electrical repairs;

(d) Cleaning, pest extermination, or other periodic maintenance;

(e) Interior decoration, such as draperies, blinds, curtain rods, wallpaper;

(f) Exterior decoration, such as detachable awnings, uncovered porches, decorative fences, etc.;

(g) Maintenance-type interior renovation, such as repainting, touch-up plastering, replacement of carpet, tile, or panel sections, sink and fixture refinishing, etc.;

(h) Maintenance-type exterior renovation such as repainting, replacement of deteriorated siding, roof, or masonry sections;

(i) Replacement of a part of component of a building with a new part of the same type and performance capabilities, such as replacement of an old boiler with a new on of the same type and performance capabilities; and

Subchapter C. Capital Asset Categories – Buildings and Improvements (continued)

Maintenance Expense (continued)

(j) Any other maintenance-related expenditure which does not increase the value of the building.

Subchapter D. Capital Asset Categories – Improvements Other than Buildings

Improvements Other Than Building Definition

Improvements other than buildings are capital assets, not specifically identifiable to an individual building, that reflect the cost of permanent improvements and add value to the property, usually the land. Such improvements made to a facility or to land should be capitalized.

Depreciation

Improvements other than buildings are depreciable assets. The depreciation method will be determined by the County Auditor's Office (See Appendix "C").

Capitalization Threshold

The capitalization threshold for Improvements Other Than Buildings is $100,000. Examples of expenditures to be capitalized as Improvements Other Than Buildings:

(1) Fencing and gates
(2) Parking lots/driveways/parking barriers
(3) Outside sprinkler systems
(4) Recreation areas and athletic fields (including bleachers)
(5) Golf courses
(6) Paths and trails
(7) Septic systems
(8) Swimming pools, tennis courts, basketball courts
(9) Fountains
(10) Park pavilions
(11) Retaining walls
(12) Water wells

Subchapter E. Capital Asset Categories – Infrastructure

Infrastructure Definition

Infrastructure assets are long-lived capital assets that normally can be preserved for a significant greater number of years than most capital assets and that are normally stationary in

Subchapter E. Capital Asset Categories – Infrastructure (continued)

Infrastructure Definition (continued)

nature. Examples include roads, bridges, tunnels, drainage systems, water systems, and dams. Infrastructure assets do not include buildings, drives, parking lots or any other examples given above that are incidental to property or access to the property.

Infrastructure improvements are capital additions that materially extend the useful life or increase the value of the infrastructure, or both. Infrastructure improvements should be capitalized.

Note: The County has developed retroactive reporting of infrastructure assets that were acquired or significantly reconstructed, or that received major renovations, restorations, or improvements in the fiscal years ending after June 30, 1980 to the beginning of the effective date of GASB 34. They are encouraged to be reported but are not required to be reported by GASB 34.

Jointly Funded Infrastructure

(1) Infrastructure constructed jointly by the County and other governmental entities should be capitalized by the entity responsible for future maintenance.

(2) The County Engineer is responsible for infrastructure and therefore is required to provide the County Auditor and Purchasing Agent:

(a) the date the asset was placed in service,

(b) the asset's cost or acquisition value,

(c) the asset's salvage value,

(d) the asset's estimated useful life, and

(e) whether the asset is part of a network of a subsystem of a network.

The County Engineer should consult in advance with the County Auditor when the County will pay for both partial ownership and partial maintenance of an infrastructure asset. The County Auditor and the County Engineer are responsible for developing the required accounting procedures.

Maintenance Costs

Maintenance costs allow the County to preserve existing infrastructure to be used during its originally established useful life. Maintenance costs are expensed in the period incurred.

Subchapter E. Capital Asset Categories – Infrastructure

Infrastructure Improvement

Preservation costs are generally considered to be those outlays that extend the useful life of an asset beyond its original estimated useful life, but do not increase the capacity or efficiency of the asset. Preservation costs should be capitalized if the expenditure increases the capacity or efficiency of the asset.

Additions and improvements are those capital outlays that increase the capacity or efficiency of the asset. A change in capacity increases the level of service provided by an asset. For example, additional lanes can be added to a road, or the weight capacity of a bridge could be increased. A change in efficiency maintains the same service level, but at a reduced cost, for example, a computer-controlled traffic signal that reduces servicing costs because it requires minimal servicing compared to older electro-mechanically controlled models. The cost of additions and improvements should be capitalized.

The following elements are to be considered for capitalization:

(1) All contractual costs associated with new construction and road and bridge upgrades,

(2) Internal direct labor costs to include benefits,

(3) Materials

(4) Machine hours

(5) Equipment lease expense

Required Steps to Upgrade a Gravel Road

There are several steps that the County will need to take in the process of upgrading a county gravel road to a paved road. The process will include several steps and will require the capitalization of labor and material costs. The capitalized costs will need to be capitalized either as right-of-way, land, drainage, and/or roads/bridges.

1. Justify the necessity for a roadway upgrade
2. Perform Average Daily traffic Count to determine qualifications
3. Review location related to maintenance requirements

Note: Labor and material associated with the first three steps should be accounted for as general maintenance overhead – there is no indication that the project will go forward.

Subchapter E. Capital Asset Categories – Infrastructure

Required Steps to Upgrade a Gravel Road (continued)

4. Layout road alignment
5. Examine right-of-way requirements
6. Review right-of-way with land owners
7. Obtain Commissioner's approval
8. Allow for possible condemnation of property
9. Examine need for utility relocation
10. Have survey performed (metes and bounds)
11. Have deeds drawn up
12. Have property appraised
13. Obtain Commissioners' court approval to negotiate the purchase of the property
14. Relocate utilities (capitalized as road costs)
15. Build fences (Right of way - labor, materials, machine hours)
16. Complete drainage survey
17. Install drainage structures
18. Build road (labor, materials, machine hours)
19. Install new signs and appropriate markings

    (Signs and markings should be accounted for maintenance overhead)

Depreciation for Infrastructure Assets

GASB 34 allows governments the option to use the "modified" approach when considering depreciation for infrastructure. The modified approach states that infrastructure assets that are part of a network or subsystem of a network and are not required to be depreciated if the following criteria are met:

(1) The County shall manage the infrastructure assets using an asset management system. The asset management system should:

   (a) Have a current inventory of infrastructure assets

   (b) Perform condition assessments of the eligible infrastructure assets and summarize the results using a measurement scale.

   (c) Estimate each year the annual amount to maintain and preserve the infrastructure assets at the condition level established and disclosed by the government.

Subchapter E. Capital Asset Categories – Infrastructure

Depreciation for Infrastructure Assets (continued)

(2) The County shall document that the infrastructure assets are being maintained at approximately (or above) an established level. This level must be defined and disclosed by the County.

The second requirement requires professional judgment due to the various asset management systems and condition assessment methods. The County will perform a condition assessment at least annually and a complete County wide assessment of its infrastructure at least once every three years, with the methodology for evaluation sufficiently documented, and that the results of the three most recent evaluations will provide reasonable assurance that the assets are being maintained at the disclosed condition level. Any methodology used by the County will be well documented in order that the assessment can be replicated. Annually the county engineer will be required to initiate a report to the Commissioners' Court detailing the networks and or subsystems that were evaluated and certify that the work performed preserved the network and or subsystem or improved them. The County will rely on the Texas Department of Transportation's "Off-Road" report for bridge evaluation every two years.

If the infrastructure assets are not maintained at the appropriate level the County will be required to depreciate infrastructure assets retroactively and amend previously issued financial statements.

Capitalization Threshold

The capitalization threshold for infrastructure acquired is $100,000. Examples of infrastructure assets:

(1) Roads, streets, curbs, gutters, sidewalk, fire hydrants
(2) Bridges
(3) Waterway improvements such as docks, bulkheads, erosion control improvements
(4) Dam, drainage facility
(5) Radio or television transmitting tower
(6) Electric, water and gas (main lines and distribution lines, tunnels)
(7) Fiber optic and telephone distribution systems (between buildings)
(8) Light system (traffic, outdoor, street, etc.)
(9) Signage

Subchapter F. Capital Asset Categories – Machinery, Equipment, and Other Assets

Machinery, Equipment, and Other Assets

Definition: The capital assets that fit in this category include fixed or moveable tangible assets that are used for operations of the County and will benefit the County for more than three years from the date the asset first renders service. Also included are improvements or additions to existing personal property that materially increase the value, life, efficiency, or capacity of the asset. This category includes the following:

1. **Machinery, Equipment, and Furniture**

   Machinery includes such items as bulldozers, cement mixers, and hoists. Equipment includes such items as automobiles, trucks, network switches, copiers, and safety items. Furniture and fixtures include desks, chairs, tables, service counters, and bookcases.

2. **Library books and reference materials of an academic, professional, or research library**

   A library book is an academic, professional, or research composition bound into a separate volume and identifiable as a separate copyrighted unit. Library reference materials are information sources other than books which include journals, periodicals, microforms, audio/visual media, computer-based information, manuscripts, maps, documents, and similar items which provide information essential to the learning process or which enhance the quality of academic, professional or research libraries. Some books have a cultural, aesthetic, or historical value, and efforts are usually applied to protect and preserve these assets in a manner greater than that for similar assets without such cultural, aesthetic, or historical value.

3. **Works of art and historical collections or individual items of significance that are owned by the County**

   These assets are not held for financial gain, but rather for public exhibition, education, or research in furtherance of public service. They generally must be capitalized at their historical cost (or estimated fair value at the date of donation), whether they are held as individual items or in collections.

Audio/Video Systems and Camera Systems

Audio/Video systems and camera systems are purchased or upgraded periodically and typically consist of several individual pieces of equipment, supplies, and other items including design and installation costs. Individual items are often moved or replaced or are untaggable and not able to be tracked and inventoried. If items are intended to be assembled as a single unit and the total cost of the assembled unit is more than $10,000, the assembled unit will be accounted for as one asset.

Jointly Funded Machinery, Equipment, and Other Assets

Machinery, equipment, and other assets paid for jointly by the County and other governmental entities should be capitalized by the entity responsible for future maintenance.

The County Offices responsible for future maintenance must provide the County Auditor and Purchasing Agent with all information required allowing the asset to be recorded and depreciated according to Generally Accepted Accounting Principles (GAAP). County Offices should consult in advance with the County Auditor when the County will pay for both partial ownership and partial maintenance of a capital asset. The County Auditor will determine the required accounting procedures.

Depreciation

The depreciation method will be determined by the County Auditor's Office for all machinery, equipment, and other assets that are subject to depreciation (see Appendix "C").

Note: Professional, academic and research library books and materials are considered inexhaustible assets and should not be depreciated. These library books and materials have an economic benefit or service potential that is used up slowly, and their estimated useful lives are extraordinarily long.

Note: Exhaustible works of art and historical treasures, i.e. items whose useful lives are diminished by display or educational or research applications should be depreciated. Inexhaustible works of art and historical treasures items should not be depreciated as the economic benefit or service potential is used up so slowly that the estimated useful lives are extraordinarily long.

Capitalization Threshold

The capitalization threshold for machinery, equipment, and other assets acquired is $10,000 and should include such costs as:

(1) Freight charges

Subchapter F. Capital Asset Categories – Machinery, Equipment, and Other Assets (continued)

Capitalization Threshold (continued)

(2) Handling and storage charges

(3) Original contract or invoice price

(4) In-transit insurance charges

(5) Sales, use, and other taxes imposed on the acquisition

(6) Installation charges

(7) Charges for testing and preparation for use

(8) Cost reconditioning used items when purchased

(9) Parts and labor associated with construction of equipment

Note: Costs of extended warranties and/or maintenance agreements beyond the first year, which can be separately identified from the cost of the equipment, should not be capitalized.

Subchapter G. Capital Asset Categories – Leasehold Improvements

Leasehold Improvements Definition

(1) Leasehold improvements include construction of improvements made to existing structures by the lessee, who has the right to use the improvements over the term of the lease. These improvements ***will revert to the lessor*** at the expiration of the lease. Moveable equipment or office furniture that is not attached to the leased property is not considered a leasehold improvement. Leasehold improvements do not have a residual value. Leasehold improvements should be capitalized as a Building Improvement.

(2) The County Office responsible for coordinating a leasehold improvement must provide the County Auditor with the date the improvement is placed in service, the cost or fair market value, the estimated useful life and the remaining life of the lease, and any ancillary charges required to place the improvement into service

Depreciation

Leasehold improvements are capitalized by the lessee and are amortized over the shorter of (1) the remaining lease term, or (2) the useful life of the improvement. Improvements made in lieu of rent should be expensed in the period incurred. If the lease

Subchapter G. Capital Asset Categories – Leasehold Improvements (continued)

Depreciation (continued)

contains an option to renew and the likelihood of renewal is uncertain, the leasehold improvement should be depreciated over the life of the initial lease term or useful life of the improvement, whichever is shorter. The depreciation method will be determined by the County Auditor's Office for all leasehold improvements.

Capitalization Threshold

The capitalization threshold for leasehold improvements is $100,000.

Subchapter H. Capital Asset Categories – Construction in Progress

Construction in Progress Definition

Construction in Progress includes the cost of buildings and other structures, infrastructures (roads, bridges, etc.), and capital-related additions, alterations, reconstruction, and installations that are substantially incomplete. Construction in Progress should be capitalized and not depreciated.

Depreciation

Depreciation is not applicable while assets are accounted for as Construction in Progress. When completed and placed in service, constructed assets are treated like any other capital asset.

Capitalization

Construction in Progress assets should be capitalized to their appropriate capital asset categories upon the earlier occurrence of substantial completion, occupancy/acceptance, or when the asset is placed into service.

Subchapter I. Capital Asset Categories – Computer Software

Definition

Computer software is an intangible asset that could be either acquired through purchase or generated internally by the County. The software upgrades and enhancements, which are the modifications to enable the software to perform tasks that it was previously incapable of performing, should also be included if the project costs meet the $75,000 capitalization threshold. Costs incurred for maintenance or that cannot be reasonably separated between maintenance and minor upgrades should be expensed as repairs and maintenance.

Some cloud-based computer software agreements are considered intangible assets if it meets certain requirements set by GASB 96. If the agreement is for more than 12 months

Subchapter I. Capital Asset Categories – Computer Software

Definition (continued)

(including extensions), has a noncancellable term, and meets the $75,000 capitalization threshold (including extensions and implementation) it would be considered an intangible asset.

Depreciation

Computer software should be depreciated using straight-line method over an eight-year period (estimated useful life) as determined by the Auditor's Office (see Appendix "B"). Cloud based software is depreciated based on the term period of the agreement (including extensions) listed in the original agreement.

Capitalization Threshold

The capitalization threshold for computer software is $75,000. The capitalization threshold for cloud-based software is $75,000.

The specific guidance for capitalizing expenditure related to internally generated computer software is as follows:

	Preliminary Stage	Development Stage	Post-Implementation/ Operation Stage
Characteristics	Determination of whether a project is technologically and financially feasible	Management authorizes and commits to funding	Software is accepted and operating
	Demonstration that there is intent to complete the project	Software is coded, tested, implemented. INITIAL training occurs	Ongoing maintenance that does NOT increase useful life
	Initial investigations or designs	Procurement and contracting	Ongoing training
GAAP Principle	Expense	Capitalize	Expense
	Betterments are capitalized if they increase useful life or service utility of the software		

BRAZOS COUNTY CAPITAL ASSET POLICY

APPENDIX "A"

CAPITAL OUTLAY CLASSIFICATION AND ACCOUNTS

8000 – CAPITAL OUTLAY

8010 – BUILDINGS & BUILDING IMPROVEMENTS

80100000	BUILDINGS – ORIGINAL COUNTY INITIATED STRUCTURE FROM FOUNDATION UP
80101000	BUILDINGS RENOVATION
80101008	BUILDING RENOVATION - JAIL
80160000	BUILDING – EXPO EXPANSION
80170000	BUILDING – JUVENILE EXPANSION
80180000	BATHROOM – BOONVILLE CEMETERY

8020 - INFORMATION TECHNOLOGY SYSTEM

80203000	COMPUTER - HARDWARE
80205000	COMPUTER – NETWORK COSTS (NETWORK COMPONENTS – SUCH AS ROUTERS, SWITCHES, HUBS, TRANCEIVERS)

8021 –SOFTWARE

80211000	SOFTWARE – MULTI-USER LICENSES OR COUNTY WIDE SOFTWARE SERVING MORE THAN ONE INDIVIDUAL OR DEPARTMENT
80212000	SOFTWARE SUBSCRIPTION
80213500	SOFTWARE JUDICIAL

8022 – Leases

80220000	Leases

8023 – COPIERS

80230000	COPIERS

8024 - FURNITURE

80242000	FURNITURE

8028 & 8029 – EQUIPMENT

80281000	EQUIPMENT – ELECTRONIC
80282000	ELECTRONIC VOTING SYSTEM
80286000	EQUIPMENT - OTHER
80287000	EQUIPMENT - RADIOS
80289000	EQUIPMENT - R&B
80292000	EQUIPMENT – X-RAY
80293000	EQUIPMENT – EXPO CENTER
80294000	EQUIPMENT - TELEPHONE

8030 – SYSTEMS

80320000	FUEL MANAGEMENT

APPENDIX "A" (continued)

CAPITAL OUTLAY CLASSIFICATION AND ACCOUNTS (continued)

8040 – LAND AND LAND IMPROVEMENTS

80440000	LAND
	DEMOLITION COSTS (ONLY IF LAND WAS PURCHASED WITH THE INTENT TO DEMOLISH A BUILDING)
	EXCAVATION, FILL, GRADING, DRAINAGE
	REMOVAL/RELOCATION
	SETTLEMENT CHARGES- TO INCLUDE TAXES, APPRAISAL, TITLE SEARCHES, SURVEYING
80441000	LAND IMPROVEMENTS
80455000	LEASEHOLD IMPROVEMENT
80460000	LEGAL FEES – LAND ACQUISITION
	PARK/RECREATIONAL AREA

8038 & 8060 – IMPROVEMENT OTHER THAN BUILDINGS

80380000	IMPROVEMENTS – NON BUILDING
80610000	PARKING LOT
	FENCING – COUNTY PROPERTIES
	EXTERIOR LIGHTING
80611000	PARKING LOT – BOONVILLE CEMETERY
80670000	PRINTERS

8070 – INFRASTRUCTURE

80710000	RIGHT OF WAY ACQUISITION
	RIGHT OF WAY ACQUISITION – EXCHANGE
80715000	ROADS CAPITAL

8072 - SECURITY

80720000	SECURITY & Surveillance SYSTEM

8080 – VEHICLES

80890000	VEHICLES
	ROAD AND BRIDGE WORK TRUCK
	PATROL CAR
	WORK CREW VAN
	JUVENILE VAN
	SEDANS

BRAZOS COUNTY CAPITAL ASSET POLICY

APPENDIX "B"

Capital Asset Guide Glossary

ANCILLARY CHARGES – Includes costs that are directly attributable to asset acquisition – such as freight and transportation charges, site preparation costs, and professional fees.

BASIC FINANCIAL STATEMENTS – Comprised of the government-wide financial statements, fund financial statements, and notes to the financial statements.

BASIS OF ACCOUNTING – Refers to *when* transactions or events are recognized for reporting purposes.

CAPITAL ASSETS – "Land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period." (GASB No. 34, para. 19)

CAPITAL PROJECTS FUNDS – Used to report financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds or in trust funds for individuals, private organizations, or other governments). Capital outlays financed from general obligation bond proceeds should be accounted for through a capital projects fund.

COUNTY ENGINEER – Director of the County's Road and Bridge Department and responsible to Commissioners' Court for developing the methodology to allow the County to preserve and improve its current infrastructure.

DEPARTMENT – Used throughout this policy to mean both elected offices and non-elected departments

DIRECT EXPENSES – Expenses that are specifically associated with a service, program, or department; thus, making them clearly identifiable to a particular function.

ELIGIBLE INFRASTRUCTURE ASSETS – "Infrastructure assets that are a part of a network or subsystem of a network." (GASBS No. 34, para. 23)

GENERAL CAPITAL ASSETS – Capital assets of the government that are not specifically related to activities reported in proprietary or fiduciary funds. General capital assets are associated with, and generally arise from, governmental activities.

GENERAL FUND – Used to account for all financial resources except those required to be reported in another fund.

APPENDIX "B" (continued)

Capital Asset Guide Glossary (continued)

GENERAL INFRASTRUCTURE ASSETS – Infrastructure assets associated with or arising from governmental activities to include, but not limited to: roads, bridges, dams, drainage systems, retention ponds, utility systems, etc.

INDIRECT EXPENSES – Expenses incurred for common or joint purposes benefiting more than one function or lower classification in the statement of activities and that cannot be readily assigned to the function or classification specifically benefited. Indirect expenses are those remaining after direct expenses have been determined and assigned directly to the applicable functions or other classifications. For example, some functions, such as general government, support services, or administration, report expenses that are, in essence, indirect or overhead expenses of the government's other functions.

INFRASTRUCTURE ASSETS – "Long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets." (GASBS No. 34, para. 19) Examples of infrastructure assets include roads, highways, bridges, tunnels, drainage systems, water and sewer systems, dams, and lighting systems. Unless they are an ancillary part of a network of infrastructure assets, buildings should not be considered infrastructure assets under the provisions of GASBS No. 34.

MODIFIED APPROACH – Approach that permits governments to not depreciate a network or a subsystem of a network of infrastructure assets if two requirements are met: (1) the government manages the eligible infrastructure assets using an asset management system that has certain characteristics, and (2) the government documents that the eligible infrastructure assets are being preserved approximately at (or above) a condition level established and disclosed by the government.

NET ASSETS – The difference between assets and liabilities (that is, assets less liabilities).

NETWORK OF ASSETS – "Composed of all assets that provide a particular type of service for a government. A network of infrastructure assets may be only one infrastructure asset that is composed of many components. For example, a network of infrastructure assets may be a dam composed of a concrete dam, a concrete spillway, and a series of locks." (GASBS No. 34, footnote 14)

SUBDIVISION - Real property in the County that has been subdivided into lots and blocks or into small subdivisions. The recognition and plating of the property has been recognized by and

APPENDIX "B" (continued)

Capital Asset Guide Glossary (continued)

approved by the Commissioners' Court, and all easements and right-of-way have been property transferred to the County.

SEGMENT – An identifiable activity (or grouping of activities) reported in an enterprise fund or an other stand-alone entity for which bonds or other debt instruments (such as certificates of participation) are outstanding. A segment has a revenue stream pledged in support of the debt and a requirement to separately account for the activity's revenues, expenses, gains and losses, assets, and liabilities.

SUBSYSTEM OF A NETWORK OF ASSETS – "Composed of all assets that make up a similar portion or segment of a network of assets. For example, all the roads of a government could be considered a network of infrastructure assets. Interstate highways, state highways, and rural roads could each be considered a subsystem of that network." (GASBS No. 34, footnote 15)

BRAZOS COUNTY CAPITAL ASSET POLICY

APPENDIX "C"

Depreciation Lives

The County will use the following lives to provide annual depreciation for general fixed assets and infrastructure (if applicable):

Land	None
Library Books (collectively)	None
Building	40 years
Building Improvement	20 years
Building – temporary	25 years
Radio towers	20 years
Leasehold Improvements	5 years or the term of the lease whichever is longer
Other Improvements - Parking Lots, sidewalks	20 years
Curbs and gutters	20 years
Right-of way	None
Roads – concrete	30 years
Roads – asphalt/rural	15 years
Roads – asphalt/urban	20 years
Roads – seal coat	10 Years
Roads – gravel	15 years
Roads – non-paved (dirt)	50 years
Bridge – concrete girder	20 years
Bridge – concrete slab	35 years
Bridge – culvert	20 years
Bridge – pre-stressed girder	30 years
Bridge – steel girder	25 years
Bridge – steel truss	45 years
Bridge – timber stringer	25 years
Dam	50 years
Drainage facility	20 years
Electrical Generation Systems	22 years
Electrical Systems	10 years
Lighting system – traffic, outdoors	15 years
Plumbing Systems	10 years
Aircraft	6 years
Boat(less than 20 feet)	5 years
Appliances	8 years
Copiers	5 years
Equipment (Non-Office)	10 years
Equipment (Office)	5 years
General Equipment	6 years
Law Enforcement Equipment	5 years
Life Safety Equipment	5 years
Mower/Shredder	5 years
Fire hydrants	25 years

APPENDIX "C" (continued)

Depreciation Lives (continued)

Rollers	15 years
Signage	10 years
Trailers	10 years
Watercraft	20 years
Central Air/Heat Systems	10 years
Chip Spreader	10 years
Tractor	6,000 Hours
Haul/Dump/Tractor/Water/Sand Truck	300,000 miles
Vehicles – Road and Bridge	90,000 miles
Vehicles – SO- Investigation, Special Services and Administration	90,000 miles
Patrol and Work Crew Vans	75,000 miles
Jail Pickups, Vans and Transport Vans	100,000 miles
Vehicles-Bus	9 years
Water Truck	120,000 miles
Broom Sweeper	5,000 hours
Dozer	6,000 Hours
Excavator	6,000 hours
Forklift	6,000 hours
Loader – Backhoe	6,000 Hours
Loader – Track and Wheel	8,000 Hours
Maintainer/Grader	9,000 Hours

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Information Technology	NUMBER:	

DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval requested for the Information Technology Uniform Policy.
TO:	Commissioners Court
FROM:	Eric V. Caldwell, CGCIO
DATE:	11/24/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
REQUIREMENTS:	A Uniform Policy, approved by Commissioners Court and signed by the County Judge, is required before Purchasing will approve purchase orders.
NOTES/EXCEPTIONS:	Information Technology has been asked to provide personnel to operate the Audio Video equipment in the Commissioners courtroom when meetings are held. We have also staffed the courthouse with an employee who is learning to support courtroom A/V systems. It is appropriate that these staff are in uniform identifying them as employees of Brazos County and the Information Technology Department.
ACTION REQUESTED OR ALTERNATIVES:	I am requesting approval of the attached Uniform Policy for the Information Technology Department. This policy is based on a draft provided by Human Resources.

ATTACHMENTS:

File Name	Description	Type
Draft_Uniform_Policy.docx	Draft Uniform Policy	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Information Technology NUMBER:
DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval requested for the Information Technology Uniform Policy.
TO:	Commissioners Court
FROM:	Eric V. Caldwell, CGCIO
DATE:	11/24/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
REQUIREMENTS:	A Uniform Policy, approved by Commissioners Court and signed by the County Judge, is required before Purchasing will approve purchase orders.
NOTES/EXCEPTIONS:	Information Technology has been asked to provide personnel to operate the Audio Video equipment in the Commissioners courtroom when meetings are held. We have also staffed the courthouse with an employee who is learning to support courtroom A/V systems. It is appropriate that these staff are in uniform identifying them as employees of Brazos County and the Information Technology Department.
ACTION REQUESTED OR ALTERNATIVES:	I am requesting approval of the attached Uniform Policy for the Information Technology Department. This policy is based on a draft provided by Human Resources.

ATTACHMENTS:

File Name	Description	Type
Draft_Uniform_Policy.docx	Draft Uniform Policy	Backup Material

Information Technology Uniform Policy

Uniforms may be provided to all Information Technology employees to wear as specified herein. There are to be no exceptions, substitutions, or additions to the uniform without the Chief Information Officer's prior approval. Uniforms will help provide a professional appearance and are intended to aid in the ease of identification of Information Technology employees while conducting County business. Deviation from this uniform policy without the Chief Information Officer's prior approval is prohibited.

1. Brazos County Information Technology employees' uniforms shall be worn as follows:

    a. The Information Technology Department shall issue assigned uniforms that may include, but not limited to, shirt, blouse, jacket, cardigan, etc. to Information Technology employees.

    b. Provided uniforms shall be kept clean and worn in a presentable manner.

    c. Provided uniforms shall not be worn when NOT at work, except for when traveling to and from work or work-related events.

    d. The employee is responsible for keeping the uniforms clean and well kept.

    e. Damage to assigned uniforms shall be repaired by the employee when feasible. If repair by the employee is not feasible, the uniform shall be retired, and new uniforms issued by the Information Technology Department. Employees are responsible for damage not caused by normal wear and tear while working.

    f. Employees shall return all assigned shirts in their possession to the Information Technology Department when their employment has ended.

2. Information Technology employees will be issued uniforms to be worn during times designated by the Chief Information Officer to include training events, employee meetings, team activities, and other designated times deemed appropriate by the Chief Information Officer.

3. Provided uniforms are to be worn with appropriate bottoms, such as clean blue jeans (no holes), slacks, khakis, skirts, etc. If an employee does not follow the uniform policy, the employee may be asked by the Chief Information Officer to use employee time, go home, change to proper clothing, and return to work.

4. Any employee who does not wear their uniform items as specified, without a reason acceptable to the Chief Information Officer, may be subject to paying payroll taxes per the Brazos County Auditor, on the issued uniform clothing.

Approved by County Judge, ACTING

12/9/25

Date

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	

DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval requested from the Purchasing Department for permission to advertise an auction of surplus property.
TO:	Commissioners Court
FROM:	Bobby Espinoza
DATE:	11/26/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	Advertisement is required per Local Government Code 262.153 at least ten days prior to the auction closing.

ATTACHMENTS:

File Name	Description	Type
Request_to_Advertise_Auction.pdf	Request to Advertise	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	12/9/2025		
ITEM:	Approval requested from the Purchasing Department for permission to advertise an auction of surplus property.		
TO:	Commissioners Court		
FROM:	Bobby Espinoza		
DATE:	11/26/2025		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		
NOTES/EXCEPTIONS:	Advertisement is required per Local Government Code 262.153 at least ten days prior to the auction closing.		

ATTACHMENTS:

File Name	Description	Type
Request_to_Advertise_Auction.pdf	Request to Advertise	Backup Material

Brazos County
Purchasing Department

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

BRAZOS COUNTY
AUCTION DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise the following auction:

DATE: December 9, 2025

AUCTION RUN DATES: January 6, 2026 – January 20, 2026

REQUESTING DEPARTMENT: Purchasing

TYPES OF ITEMS BEING AUCTIONED: Misc. Furniture, Computers, Equipment, and vehicles, ect.

APPROVAL SIGNATURE: _____
Acting County Judge

DATE APPROVED: December 9, 2025

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

TO: Commissioners Court

FROM: Bobby Espinoza

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Destruction_List.pdf	Salvage List	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

TO: Commissioners Court

FROM: Bobby Espinoza

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Destruction_Court_Approval_120925.pdf	Salvage List	Backup Material

Asset #	Serial Number	Asset Description
		Box of Airsoft Guns
		BOX OF SWAT HELMETS
SUR001093		Radiation Detection Meter
	LGA00092	Panasonic AG-CPD20 Arbitrator
	MGA00018	Panasonic AG-CPD20 Arbitrator
	MIA00863	Panasonic WJ VR30 Arbitrator
	NAA00253	Panasonic WJ VR30 Arbitrator
	NAA00266	Panasonic WJ VR30 Arbitrator
	NAA00454	Panasonic WJ VR30 Arbitrator
	NCA00650	Panasonic WJ VR30 Arbitrator
	NCA00857	Panasonic WJ VR30 Arbitrator
	NLA00176	Panasonic WJ VR30 Arbitrator
	NLA00253	Panasonic WJ VR30 Arbitrator
	OKA00002	Panasonic WJ VR30 Arbitrator
	OKA00029	Panasonic WJ VR30 Arbitrator
	OKA00051	Panasonic WJ VR30 Arbitrator
	OKA00165	Panasonic WJ VR30 Arbitrator
	PBA00344	Panasonic WJ VR30 Arbitrator
	PIA00352	Panasonic WJ VR30 Arbitrator
	PIA00354	Panasonic WJ VR30 Arbitrator
	PIA00373	Panasonic WJ VR30 Arbitrator
	PIA00379	Panasonic WJ VR30 Arbitrator
	PIA00380	Panasonic WJ VR30 Arbitrator
	PIA00381	Panasonic WJ VR30 Arbitrator
	PIA00383	Panasonic WJ VR30 Arbitrator
	PIA00387	Panasonic WJ VR30 Arbitrator
	PIA00388	Panasonic WJ VR30 Arbitrator
	PIA00393	Panasonic WJ VR30 Arbitrator
	PIA00398	Panasonic WJ VR30 Arbitrator
	PIA00402	Panasonic WJ VR30 Arbitrator
	PIA00456	Panasonic WJ VR30 Arbitrator
	PIA00462	Panasonic WJ VR30 Arbitrator
	PIA00466	Panasonic WJ VR30 Arbitrator
	PIA00506	Panasonic WJ VR30 Arbitrator
	PIA00509	Panasonic WJ VR30 Arbitrator
	PIA00510	Panasonic WJ VR30 Arbitrator
	PIA00513	Panasonic WJ VR30 Arbitrator
	PIA00515	Panasonic WJ VR30 Arbitrator
	PIA00522	Panasonic WJ VR30 Arbitrator
	PIA00532	Panasonic WJ VR30 Arbitrator
	PIA00533	Panasonic WJ VR30 Arbitrator
	PIA00534	Panasonic WJ VR30 Arbitrator
	PIA00539	Panasonic WJ VR30 Arbitrator
	PIA00541	Panasonic WJ VR30 Arbitrator
	PIA00591	Panasonic WJ VR30 Arbitrator
	PIA00602	Panasonic WJ VR30 Arbitrator
	PIA00610	Panasonic WJ VR30 Arbitrator
	PIA00630	Panasonic WJ VR30 Arbitrator
	PIA00639	Panasonic WJ VR30 Arbitrator
	PIA00657	Panasonic WJ VR30 Arbitrator

	PIA00663	Panasonic WJ VR30 Arbitrator
	PIA00677	Panasonic WJ VR30 Arbitrator
	PIA00681	Panasonic WJ VR30 Arbitrator
	PJA00527	Panasonic WJ VR30 Arbitrator
	PKA00524	Panasonic WJ VR30 Arbitrator
	PKA00525	Panasonic WJ VR30 Arbitrator
	RGA00106	Panasonic WJ VR30 Arbitrator
	RHA00194	Panasonic WJ VR30 Arbitrator
	RHA00264	Panasonic WJ VR30 Arbitrator
	TEA00125	Panasonic WJ VR30 Arbitrator
	TEA00152	Panasonic WJ VR30 Arbitrator
	TEA00168	Panasonic WJ VR30 Arbitrator
	PIA00659	Panasonic WJ VR30 Arbitrator
	PIA00485	Panasonic WJ VR30 Arbitrator
	PIA00529	Panasonic WJ VR30 Arbitrator
	PJA00081	Panasonic WJ VR30 Arbitrator
	PIA00372	Panasonic WJ VR30 Arbitrator
	0090935	Mobile Vision in-car Video System
	345267	GEMINI DATA RADIO
		BLUE NIGHT RADIO GT4L2763
	922TFC0659	MOTOROLA RADIUS CM200
	474CGF0120	Motorola MTR2000
	48HLJ1577	Motorola Syntor 2 way radio
A001001130	512CHH0066	Motorola MTR2000
	PIA00370	Panasonic WJ VR30 Arbitrator
	PIA00484	Panasonic WJ VR30 Arbitrator
	PIA00474	Panasonic WJ VR30 Arbitrator
	PIA00603	Panasonic WJ VR30 Arbitrator
	PIA00482	Panasonic WJ VR30 Arbitrator
	NAA00248	Panasonic WJ VR30 Arbitrator
	MIA00807	Panasonic WJ VR30 Arbitrator
		Motorola Spectra Data Radio
	PIA00460	PANASONIC WV-VC30 CAMERA
	PIA00175	PANASONIC WV-VC30 CAMERA
	PIA00583	PANASONIC WV-VC30 CAMERA
	LA-11458	KUSTOM SIGNALS CAMERA
A001002512	N/A	White Tracker
	SG13731977	Multi Video Receiver
		Digital Video Recorder
2800010247	27863	DECATUR RADAR EQUIPMENT
		COMPACT VHS VIDEO RECORDERS (2)
		VIDOE SYSTEMS PLUS DASHBOARD PARNTER CONSTROLLER
		101 VHF WIRELESS SYSTEM RECEIVER
SRF0000193	N60166715101B139	Sierra Wireless Airlink MP70
NET0003898	N684620078011035	Sierra Wireless Airlink MP70
NET0003896	N684920222021035	Sierra Wireless Airlink MP70

NET0003931	N690230079011035	Sierra Wireless Airlink MP70
NET0003871	N690310189021035	Sierra Wireless Airlink MP70
NET0003934	N690420065021035	Sierra Wireless Airlink MP70
NET0003903	N690420120021035	Sierra Wireless Airlink MP70
	N690420285021035	Sierra Wireless Airlink MP70
NET0003890	N690420296021035	Sierra Wireless Airlink MP70
	N690510252011035	Sierra Wireless Airlink MP70
NET0003884	N690510261011035	Sierra Wireless Airlink MP70
NET0003902	N690510331021035	Sierra Wireless Airlink MP70
	N690510382011035	Sierra Wireless Airlink MP70
NET0003892	N690770412011035	Sierra Wireless Airlink MP70
NET0003893	N690930044021036	Sierra Wireless Airlink MP70
NET0003881	N690930045021036	Sierra Wireless Airlink MP70
	N690930078021036	Sierra Wireless Airlink MP70
NET000910	N690930084011036	Sierra Wireless Airlink MP70
	N690930100021036	Sierra Wireless Airlink MP70
	N690930205021036	Sierra Wireless Airlink MP70
	N690930209021036	Sierra Wireless Airlink MP70
NET0003964	N60161720402B139	Sierra Wireless Airlink MP70
NET0003906	N682260168021035	Sierra Wireless Airlink MP70
	N684620115021035	Sierra Wireless Airlink MP70
NET0003887	N684630019021035	Sierra Wireless Airlink MP70
NET0003909	N690230037021035	Sierra Wireless Airlink MP70
	N690270089011035	Sierra Wireless Airlink MP70
	N690310175021035	Sierra Wireless Airlink MP70
NET0003869	N690310189011035	Sierra Wireless Airlink MP70
	N690420048021035	Sierra Wireless Airlink MP70
NET0003905	N690420148021035	Sierra Wireless Airlink MP70
	N690420186011035	Sierra Wireless Airlink MP70
	N690420301021035	Sierra Wireless Airlink MP70
	N690510052011035	Sierra Wireless Airlink MP70
NET0003868	N690510117021035	Sierra Wireless Airlink MP70
NET0003875	N690510149011035	Sierra Wireless Airlink MP70
NET0003919	N690510259011035	Sierra Wireless Airlink MP70
NET0003932	N690510269011035	Sierra Wireless Airlink MP70
NET0003888	N690930032021036	Sierra Wireless Airlink MP70
NET0003872	N690930055011036	Sierra Wireless Airlink MP70
	N690930066021036	Sierra Wireless Airlink MP70
	N690930163011036	Sierra Wireless Airlink MP70
	N690930171021036	Sierra Wireless Airlink MP70
NET0003873	N690930175021036	Sierra Wireless Airlink MP70
	N690930226021036	Sierra Wireless Airlink MP70
	N69270027011035	Sierra Wireless Airlink MP70
NET0003894	N684620069011035	Sierra Wireless Airlink MP73
NET0003937	N690220148011035	Sierra Wireless Airlink MP85
NET0003930	N690220151021035	Sierra Wireless Airlink MP80
	N690270057011035	Sierra Wireless Airlink MP76
	N690310116011035	Sierra Wireless Airlink MP71
NET0003867	N690420128021035	Sierra Wireless Airlink MP82
NET0003925	N690510143011035	Sierra Wireless Airlink MP78
NET000388	N690510153021035	Sierra Wireless Airlink MP81

	N690510249011035	Sierra Wireless Airlink MP72
NET0003882	N690510434021035	Sierra Wireless Airlink MP75
NET0003878	N690540134021035	Sierra Wireless Airlink MP79
	N690930055021036	Sierra Wireless Airlink MP84
	N690930062011036	Sierra Wireless Airlink MP86
	N690930125011036	Sierra Wireless Airlink MP77
	N690930163021036	Sierra Wireless Airlink MP74
	N690930220021036	Sierra Wireless Airlink MP83
		Misc. Metal Seals
A00100136		Box of Radio Chargers
		Bow of Car Radio/Speakers
		Box of Radio Chargers
		Box of Misc Credit Card Machines
		BOX OF ARBITRATOR CHARGES
		ECOSENSE PH10A PH TESTER
		PANASONIC CF33 TABLET DOCKING STATION
		LIND BATTERY PACKS (3)
301011		MOTOROLA RADIO
		Box of Misc. Stamps, Bank Access Tokens (x9)
		Film Reel (x2)
		VHS Tape
	01509673	PROTECH PLATE
	09052790	PROTECH PLATE
	01509674	PROTECH PLATE
	01107005	PROTECH PLATE
	09052791	PROTECH PLATE
	01107005	PROTECH PLATE
	01107005	PROTECH PLATE
	0601367015	POINTBLANK BODY ARMOR H115-4
	0601367060	POINTBLANK BODY ARMOR H115-4
	010305961, 01305969	PROTECH BODY ARMOR VEST BIIIA-5.0
	120001438619, 120001438642	POINTBLANK BODY ARMOR VEST BIIF
	10170206413, 10170206413	PROTECH BODY ARMOR VEST BIIIA-5.0
		SMALL BOX OF VEST W/ NO PLATES
	20273995, 20273996	Protech Tactical Vest- BA-3A00S-MR01
	20274016, 20274018	Protech Tactical Vest- BA-3A00S-MR01
	20274003, 20274004	Protech Tactical Vest- BA-3A00S-MR01
	20273997, 20273998	Protech Tactical Vest- BA-3A00S-MR01
	21033767, 21033769	Protech Tactical Vest- BA-3A00S-MR01
	0407PL293, 20273989, 20273990	Protech Tactical Vest- BA-3A00S-MR01
	10180009369	Protech Tactical Vest- BA-3A00S-MR01
	12255908, 12255907	Protech Tactical Vest- BA-3A00S-MR01
	12247943, 12247944	Protech Tactical Vest- BA-3A00S-MR01
	10170206412	Protech Tactical Vest- BA-3A00S-MR01
	09052793	Protech Vest Panels
	09052792	Protech Vest Panels
	01509683	Protech Vest Panels
	01509698	Protech Vest Panels
	01509681	Protech Vest Panels
	01509676	Protech Vest Panels
A001000838	01509690	

	20273985, 20273986	Protech Tactical Vest- BA-3A00S-MR01
	10180004153, 10180004198	Safariland Armor BA-3A00s-MR02
	M0180004254	Safariland Armor BA-3A00s-MR02
	200000000048, 200000000034	Galls MC1GADHF
	190000072210, 190000072200	POINTBLANK BODY ARMOR GNX3A
	190000072205, 190000072213	POINTBLANK BODY ARMOR GNX3A
	120000458381, 120000458415	POINTBLANK BODY ARMOR GNX3A
	09073447	ARMOR VEST AE EXPRESS
	01509678, 01509679	PROTECH VEST BIIIA-5.0
	01509675, 01509682	PROTECH VEST BIIIA-5.0
		ARMOR VEST AE EXPRESS
		ARMOR VEST AE EXPRESS
A00100842	01509706, 01509707	PROTECH VEST BIIIA-5.0
A001000839	01509700, 01509688	PROTECH VEST BIIIA-5.0
A001000841	01509694, 01509689	PROTECH VEST BIIIA-5.0
A001000837	01509685, 01509677	PROTECH VEST BIIIA-5.0
	0701647625, 0701647671	LEGACY PB-LEGPRO-IIIA-13
	BC011686	Safariland Plate
	10180004156, 10180004218	Safariland Armor BA-3A00s-MR02
		PROTECH VEST BIIIA-5.0
	200000310211, 200000310221	Galls MC1GADHB
	10180004251, 10180004228	Safariland Armor BA-3A00s-MR02
	1018004201, 1018004172	Safariland Armor BA-3A00s-MR02
	03982115	MONARCH SECOND CHANCE BODY ARMOR MON-II+LFSC
	54348	US ARMOR US2
	120000458406, 12000045841	POINTBLANK BODY ARMOR GNX3A
	10180004246, 10180004243	Safariland Armor BA-3A00s-MR02
	N-99119101-A	AMERICAN BODY ARMOR XT2-1
	N-99119110-A	AMERICAN BODY ARMOR XT2-1
	10180004258, 10180004234	Safariland Armor BA-3A00s-MR02
	110000565638	POINTBLANK BODY ARMOR VEST BIIF
	110000565652	POINTBLANK BODY ARMOR VEST BIIF
	150000364343	POINTBLANK BODY ARMOR VEST BIIF
	150000364354	POINTBLANK BODY ARMOR VEST BIIF
	18000015954	POINTBLANK BODY ARMOR VEST BIIF
	180000159499	POINTBLANK BODY ARMOR VEST BIIF
		LARGE BOX OF VEST W/ NO PLATES
		BOX OF TASER CARTRIDGES
		2 BOXES OF TASERS
	099195	Intoximeter
		TASER CARTRIDGES
A001002211	A10H-03767	AED HEARTSTART DEFIBRILLATOR
A001002356	A11A-04646	AED HEARTSTART DEFIBRILLATOR
	A11A-04528	AED HEARTSTART DEFIBRILLATOR
A001002212	A10H-03642	AED HEARTSTART DEFIBRILLATOR
A001001972	A10A-01245	AED HEARTSTART DEFIBRILLATOR
A001002101	101211376	AED DEFIBTECH LIFELINE
A001002099	101211389	AED DEFIBTECH LIFELINE
A001002100	101211398	AED DEFIBTECH LIFELINE
A001001360	101030534	AED DEFIBTECH LIFELINE
A001002098	101209796	AED DEFIBTECH LIFELINE

A001001878	N/A	Undercover Mic
	777FAND515	MOTOROLA RADIUS SP50 RADIO
	777FAND526	MOTOROLA RADIUS SP50 RADIO
	2B6H051042	VERTEX STANDARD EVX-261 RADIO
	777FAND525	MOTOROLA RADIUS SP50 RADIO
A001001121	005THE1872	MOTOROLA P2860 RADIO
A001001735	005TKG1162	MOTOROLA P2860 RADIO
A001002332	005TME0321	MOTOROLA P2860 RADIO
A001002334	005TME0330	MOTOROLA P2860 RADIO
A001001313	005THW1441	MOTOROLA P2860 RADIO
A001002331	005TME0322	MOTOROLA P2860 RADIO
A001002333	005TME0318	MOTOROLA P2860 RADIO
A001001732	005TKG1156	MOTOROLA P2860 RADIO
A001001731	005TKG1154	MOTOROLA P2860 RADIO
A001001123	005THE0765	MOTOROLA P2860 RADIO
A001001311	005THW1431	MOTOROLA P2860 RADIO
A001001127	005THE0766	MOTOROLA P2860 RADIO
A001003029	977TNU6089	MOTOTOLA XPR06350 RADIO
A001003021	977TNU6367	MOTOTOLA XPR06350 RADIO
A001002504	977TNU5019	MOTOTOLA XPR06350 RADIO
A001002246	037TLIE823	MOTOTOLA XPR06550 RADIO
A001002294	977TLU2364	MOTOTOLA XPR06350 RADIO
A001002249	037TLLJ831	MOTOTOLA XPR06550 RADIO
A001002233	977TLL3981	MOTOTOLA XPR06350 RADIO
A001003024	977TNU5855	MOTOTOLA XPR06350 RADIO
A001002505	977TMU18650	MOTOTOLA XPR06350 RADIO
A001001229	977ILQ5415	MOTOTOLA XPR06350 RADIO
A001003025	977TNU5856	MOTOTOLA XPR06350 RADIO
A001003020	977TNNY034	MOTOTOLA XPR06350 RADIO
A001002248	037TLJG252	MOTOTOLA XPR06550 RADIO
	037TLYB469	MOTOTOLA XPR06550 RADIO
A001002241	977TLQ3065	MOTOTOLA XPR06350 RADIO
A001003019	977TNNX630	MOTOTOLA XPR06350 RADIO
A001002295	977TLS9551	MOTOTOLA XPR06350 RADIO
A001002503	977MSA286	MOTOTOLA XPR06350 RADIO
A001002250	037TLJG65	MOTOTOLA XPR06550 RADIO
A001002502	977TMU0511	MOTOTOLA XPR06550 RADIO
A001002247	037TLLJ826	MOTOTOLA XPR06550 RADIO
5100010026	174FUY1987	MOTOTOLA RADIUS GP300
	2B6H051051	VERTEX STANDARD EVX-261 RADIO
	2B6H051044	VERTEX STANDARD EVX-261 RADIO
	2B6H051045	VERTEX STANDARD EVX-261 RADIO
	2B6H051041	VERTEX STANDARD EVX-261 RADIO
	2B6H051043	VERTEX STANDARD EVX-261 RADIO
	446TBZ1589	MOTOROLA XPR3300 RADIO
A001004499	446TSV2631	MOTOROLA XPR3300 RADIO
	446TBZ1668	MOTOROLA XPR3300 RADIO
5100010025	672TZY1608	MOTOROLA HTC750 RADIO
	90403171	KENWOOD RADIO
	B6810009	KENWOOD RADIO
	320CGMC703	MOTOROLA XTC5000R RADIO

	C7CX809PHG6W	IPHONE 7
	250-003453	RAYTHEON THERMAL CAMERA (2 BOXES) PALMIR-250
	QJA00723	PANASONIC BODY CAMERA
	QKA00925	PANASONIC BODY CAMERA
	RFA00003	PANASONIC BODY CAMERA
	QJA00721	PANASONIC BODY CAMERA
	QKA00790	PANASONIC BODY CAMERA
	QJA00558	PANASONIC BODY CAMERA
	QKA00943	PANASONIC BODY CAMERA
	QJA00560	PANASONIC BODY CAMERA
	QJA00292	PANASONIC BODY CAMERA
	RDA00142	PANASONIC BODY CAMERA
	QKA00789	PANASONIC BODY CAMERA
	QJA00717	PANASONIC BODY CAMERA
	QJA00256	PANASONIC BODY CAMERA
	QJA00509	PANASONIC BODY CAMERA
	RDA00144	PANASONIC BODY CAMERA
	QJA00557	PANASONIC BODY CAMERA
	QKA00811	PANASONIC BODY CAMERA
	QJA00559	PANASONIC BODY CAMERA
	QJA00254	PANASONIC BODY CAMERA
	QJA00511	PANASONIC BODY CAMERA
	QJA00339	PANASONIC BODY CAMERA
	QKA00792	PANASONIC BODY CAMERA
	QJA00479	PANASONIC BODY CAMERA
	TFA00187	PANASONIC BODY CAMERA
	QJA00720	PANASONIC BODY CAMERA
	QKA00841	PANASONIC BODY CAMERA
	QJA00290	PANASONIC BODY CAMERA
	QJA00497	PANASONIC BODY CAMERA
	QKA00932	PANASONIC BODY CAMERA
	RDA00143	PANASONIC BODY CAMERA
	QJA00159	PANASONIC BODY CAMERA
	QKA00791	PANASONIC BODY CAMERA
	QJA00480	PANASONIC BODY CAMERA
	QKA00929	PANASONIC BODY CAMERA
	QJA00478	PANASONIC BODY CAMERA
	QJA00160	PANASONIC BODY CAMERA
	RFA00001	PANASONIC BODY CAMERA
	QKA00927	PANASONIC BODY CAMERA
	QKA00764	PANASONIC BODY CAMERA
	QKA00930	PANASONIC BODY CAMERA
	QKA00838	PANASONIC BODY CAMERA
	QBA01023	PANASONIC BODY CAMERA
	QKA00763	PANASONIC BODY CAMERA
	QKA00970	PANASONIC BODY CAMERA
	QJA00255	PANASONIC BODY CAMERA
	QJA00291	PANASONIC BODY CAMERA
	QJA00500	PANASONIC BODY CAMERA
	QJA00338	PANASONIC BODY CAMERA
	QKA00809	PANASONIC BODY CAMERA

	QKA00941	PANASONIC BODY CAMERA
	QKA00942	PANASONIC BODY CAMERA
	QKA00762	PANASONIC BODY CAMERA
	QBA01158	PANASONIC BODY CAMERA
	QBA00680	PANASONIC BODY CAMERA
	RFA00002	PANASONIC BODY CAMERA
	QJA00646	PANASONIC BODY CAMERA
	QJA00477	PANASONIC BODY CAMERA
	QJA00498	PANASONIC BODY CAMERA
	RDA00141	PANASONIC BODY CAMERA
	QJA00724	PANASONIC BODY CAMERA
	QKA00928	PANASONIC BODY CAMERA
	QKA00969	PANASONIC BODY CAMERA
	QJA00157	PANASONIC BODY CAMERA
	QBA01019	PANASONIC BODY CAMERA
	QKA00844	PANASONIC BODY CAMERA
	QKA00944	PANASONIC BODY CAMERA
	QKA00812	PANASONIC BODY CAMERA
	QKA00972	PANASONIC BODY CAMERA
	OJA00718	PANASONIC BODY CAMERA
A001003030	977TNU6360	MOTOROLA XPR 6350 RADIO
	867TWR9275	MOTOROLA XPR 3500E RADIO
A001003026	977TNU6090	MOTOROLA XPR 6350 RADIO
A001003027	977TNU6115	MOTOROLA XPR 6350 RADIO
A001003028	977TNU6123	MOTOROLA XPR 6350 RADIO
	807IRU1684	MOTOROLA RADIO
	807ISE0242	MOTOROLA XPR 7350 RADIO
A001003032	977TNU5567	MOTOROLA XPR 6350 RADIO
A001000970		MOTOROLA RADIO
A001003023	977TNU6363	MOTOROLA XPR 6350 RADIO
A001003022	977TNU6366	MOTOROLA XPR 6350 RADIO
A001000849	721CHD0782	MOTOROLA RADIO
		FEDERAL SIGNAL MASTER 330102
	HLN1468A	MOTOROLA XTL5000 RADIO
A001001153	1210890554	AED DEFIBRILLATOR
A001001017	B07H-0094	AED DEFIBRILLATOR
	HGR7116760	HOMEGUARD 200 CURFEW MONITOR
	HGR7116730	HOMEGUARD 200 CURFEW MONITOR
	HGR7116732	HOMEGUARD 200 CURFEW MONITOR
GRA0000001	41J092501167	ZEBRA 28440 SCANNER
	QJA00499	PANASONIC BODY CAMERA
	TFA00186	PANASONIC BODY CAMERA
	QJA00719	PANASONIC BODY CAMERA
	QJA00647	PANASONIC BODY CAMERA
	QJA00645	PANASONIC BODY CAMERA
	QJA00289	PANASONIC BODY CAMERA
	HCN1033C	MOTOROLA 9000 RADIO
	721CFP4867	MOTOROLA XTS5000 RADIO
A001004643	426CBK2799	MOTOROLA RADIO
A001000170	721CEJ2094	MOTOROLA XTS5000 RADIO
	SG13731977	

		RADIATION DETECTION SET
		BIOTHREAT DETECTION
		RADIATION DETECTION KIT
A001001437		VAPOR IDENTIFICATION KIT
A001000830	N/A	Riot Shield
A001000930	N/A	Riot Shield
N/A		boxes of misc IT equipment (x3)
		Black and Grey Polo2XL Damage
LJA00092		Panasonic AG-CPD20 Arbitrator
	SER#19074522511013	5 Port Charging Station for hand held scanners(CRD-TC7X-SE5EU1
BC45	SER#21247522511518	Hand Held Scanner (Zebra) TC 77HL
BC44	SER#21249522506218	Hand Held Scanner (Zebra) TC 77HL
BC36	SER#20090522508143	Hand Held Scanner (Zebra) TC77HL
BC32	SER#19004522509811	Hand Held Scanner (Zebra) TC 700K
BC28	SER#18324522510804	Hand Held Scanner (Zebra) TC700K
BC27	SER#18324522510792	Hand Held Scanner (Zebra) TC700K
BC26	SER#18324522510356	Hand Held Scanner (Zebra) TC700K
BC P03	XXRC09-25-5546	Mobile Printer (RW 420) ZEBRA
BC P07	XXRC09-46-0845	Mobile Printer (RW 420) ZEBRA
BC P11	XXRCJ110800052	Mobile Printer (RW 420) ZEBRA
BC P15	XXRCJ130301150	Mobile Printer (RW 420) ZEBRA
BC P17	XXRCJ141100083	Mobile Printer (RW 420) ZEBRA
		X26 Taser W/ cartidge = 1
		X26P Tasers w/cartridges = 4
		6= Taser Cartridges
		6= Batteries w/ cartridge holders
		2= X26 Batteries
		2= Abritrator HD Charging Stations
		3= Miscellaneous charging cords
		1 = VidMic
	QDA00489	1 = Panasonic Body Cam #702

Approved by Commissioner's Court on this 9 **day of** DEC. **, 2025 by**

_____ **holding the position of** ACTING COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of Amendments to the following Juvenile Contracts, adjusting the rate per day charged to other entities:

- a. 23-168 Secure Short-Term Detention of Juvenile Offenders with Austin County.
- b. 24-132 Secure Short-Term Detention of Juvenile Offenders with Cen-Tex Regional Juvenile Services.

TO: Commissioners Court

FROM: Bobby Espinoza

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: These contracts provide for the housing of other County's juvenile offenders in Brazos County's facilities. The Juvenile Board has approved all contracts. Failure to approve will delay necessary treatment. The term of each of these contracts is one year.

ATTACHMENTS:

File Name	Description	Type
Partially_Executed_Amendment_#1.pdf	Partially Executed Amendment #1	Backup Material
Partially_Executed_Amendment_#_1.pdf	Partially Executed Amendment #1	Backup Material
Fully_Executed_Agreement.pdf	Fully Executed Contract	Backup Material
Fully_Executed_Contract.pdf	Fully Executed Contract	Backup Material

CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM DETENTION OF JUVENILE OFFENDERS SPACE AVAILABLE

STATE OF TEXAS §
COUNTY OF BRAZOS §
§

BRAZOS COUNTY JUVENILE BOARD
BRAZOS COUNTY JUVENILE JUSTICE CENTER
Detention Services
September 1, 2023 – August 31, 2024

This contract and agreement for secure short-term detention of juvenile offenders is entered into by and between **Austin County**, acting by and through its duly authorized representative (hereinafter "Juvenile Probation") and the **Brazos County Juvenile Board**, acting by and through its duly authorized representative and County Judge, concerning detention residential services provided at the **Brazos County Juvenile Justice Center** (hereinafter "the Facility") by the **Brazos County Juvenile Services Department** (hereinafter "Service Provider") pursuant to license granted by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility.

ARTICLE I
PURPOSE

1.01 Whereas **Austin County**, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status by the Court. The placement facility to be utilized is owned and operated by Brazos County and Service Provider, and is located at 1904 HWY 21 W., Bryan, Texas 77803.

ARTICLE II
TERM

2.01 The term of this Agreement is for 12 months commencing **September 1, 2023 – August 31, 2024**. It shall be automatically renewed for one (1) year terms, thereafter, commencing September 1st and ending August 31st of each year, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III
PROVISIONS OF SERVICES

3.01 A. Service Provider will provide room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and crisis intervention to each child placed within the Facility.

B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the Facility is authorized

to secure the Outside Treatment at the expense of Juvenile Probation and agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Juvenile Probation officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from Juvenile Probation who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any juvenile court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Austin County juvenile court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the detention order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the facility administrator and staff of the Facility.

E. Acceptance of a child by the Facility will be determined by Brazos County Juvenile Facility Staff. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated, and released by a medical professional and given written medical clearance.

If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Service Provider shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event longer than twenty-four (24) hours after notification. It will be the responsibility of Juvenile Probation, at its expense, to provide for the transportation for the removal of the child. Any child not removed from the facility within 24 hours will be transported by Service Provider to Juvenile Probation and Juvenile Probation will be charged the cost of staff, time and fuel for the transportation. The daily rate of detention shall increase to $200.00 for any child not removed within the 24-hour period.

Any damage to county property or juvenile facility fixtures will be paid for by the Juvenile Probation Department and charges will be filed against the juvenile with the Brazos County Sheriff's Department.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex, or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Juvenile Probation, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the court order issued at the conclusion of the initial detention hearing by the Judge of the appropriate juvenile court unless a new order has been issued authorizing the continued detention, and a copy of the new order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Juvenile Probation pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of Austin County.

I. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

J. Service Provider shall provide twenty (24) hour supervision for each child, including the supervision by detention staff during sleeping hours in a Secure Facility.

K. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.

L. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.

M. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties functions, or pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Austin County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV
COMPENSATION

4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of $150.00 per day; the cost includes any duration during a 24-hour period for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.

4.02 Every child shall receive basic detention services. Additional services that require or request special accommodations, medications, including, but not limited to psychological assessments, mental health care, medical treatment, Chapter 55 evaluations (fitness to proceed), special accommodation services, interpreters, special dietary needs, will be paid for by Juvenile Probation.

4.03 Psychological services may be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by Juvenile Probation.

4.04 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.

4.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):

A. If Service Provider has an outside audit completed on a yearly basis which specifies

receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.

B. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

4.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

4.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.

4.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.

4.09 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

5.01 Prior to transporting a child to the Facility for placement in detention, Juvenile Probation shall call the Facility to ensure the child will be considered for acceptance. Placement of children by authorized officers of Juvenile Probation may be denied as determined by the Facility.

5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/authorization from the Juvenile Court of Austin County.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and valuation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.

6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.

6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

6.04 Service Provider will keep a record of services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.

6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation and shall not disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

8.01 Allegations Occurring Inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:

A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:

1. Local law enforcement agency; and

2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and

3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (979) 865-2682 and Service Provider shall contact Juvenile Probation by telephone at (979) 865-5911 within 24 hours.

B. For allegations and incidents of sexual abuse or serious physical abuse:

1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;

2. Texas Juvenile Justice Department shall be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6716 or by email at abuseneglect@tjjd.texas.gov and

3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (979) 865-2682.

8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.

B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.

C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.

D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.

E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.

F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX
CRIMINAL HISTORY SEARCHES

9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.

9.02 Criminal history searches shall include the following:

A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.

B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.

C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.

9.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

9.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:

A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;

B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;

C. A current felony deferred adjudication, probation or parole;

D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;

E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;

F. A current jailable misdemeanor deferred adjudication, probation or parole; or

G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.

9.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.

9.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.

9.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

ARTICLE X
DISCLOSURE OF INFORMATION

10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:

A. Any and all corrective action required by any of Service Provider's licensing authorities;

B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;

C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with children;

D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with children was the alleged or designated perpetrator;

E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that are registered sex offenders; and

F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether an existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XI
EQUAL OPPORTUNITY

11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIII
OFFICIALS NOT TO BENEFIT

13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV
DEFAULT

14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or

B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XV
TERMINATION

15.01 This Agreement may be terminated for any reason:

A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or

B. Upon expenditure of available funds.

15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVI
WAIVER OF SUBROGATION

16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

17.01 Service Provider hereby represents and warrants the following:

A. That it has all necessary right, title, license and authority to enter into this Agreement;
B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Brazos or any political subdivision thereof;
C. Brazos County will maintain in force policies of general liability insurance against loss to any person ($100,000.00) or property occasioned by acts ($100,000.00) or omissions of Service Provider providing limits of $300,000.00 per occurrence for bodily injury and $100,000.00 per occurrence of property damage. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore, Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.
D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a

child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation.*

ARTICLE XVIII
TEXAS LAW TO APPLY

18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas.

ARTICLE XIX
VENUE

19.01 Exclusive venue for any litigation arising from this Agreement shall be in Brazos County, Texas.

ARTICLE XX
LEGAL CONSTRUCTION

20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the children placed in the Facility by the Judge of Austin County having juvenile jurisdiction.

ARTICLE XXII
PRISON RAPE ELIMINATION ACT

22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §115.312(a)]

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]

Austin County Juvenile Probation

Chief Juvenile Probation Officer

Brazos County Juvenile Justice Center

Linda Ricketson, Executive Director

Austin County

Authorized Official

BRAZOS COUNTY COMMISSIONERS COURT

ON SEPTEMBER 26, 2023, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: _____
Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

AMENDMENT #1 TO 23-168 Austin County

THIS AMENDMENT TO 23-168 also known as 23-168 Austin County Contract and Agreement for Secure Short-Term Detention of Juvenile Offenders Space Available ("Amendment") is entered into and effective this 1st day of January, 2026 ("Effective Date") through December 31, 2026 ("Expiration Date") by and between **Brazos County Juvenile Services Department** ("Service Provider"), and **Austin County** ("Juvenile Probation") each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". It shall be automatically renewed for one (1) year terms thereafter, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement. All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the parties entered into contract #23-168 ("Agreement") for purposes of Secure Short-Term Detention of Juvenile Offenders Space Available; and

WHEREAS, the Brazos County Juvenile Board approved to increase the daily rates for the Brazos County Juvenile Detention Pre Adjudication Services to increase from $150.00 to $200.00 per day, and from $200.00 to $250.00 for any child not removed within the 24-hour notice of immediate removal as outlined in Article III, Section E.

WHEREAS, the Parties desire to amend the pricing as set forth in original contract #23-168.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. The Service Provider shall be compensated $200.00 per day as the new daily rate for Pre-Adjudication Detention, and $250.00 per day after 24-hour notice of immediate removal.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

BRAZOS COUNTY JUVENILE SERVICES

Linda Ricketson
Signature

Linda Ricketson
Name

Executive Director
Title

Date

AUSTIN COUNTY JUVENILE PROBATION

David W. Reedy
Signature

Daniel W. Reedy
Name

Chair Juvenile Board
Title

November 5, 2025
Date

BRAZOS COUNTY COMMISSIONERS COURT

ON DECEMBER 9, 20 25, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BY: _____ DATE: 12/9/25

Kyle Kacal, Acting County Judge and Juvenile Board Chair
200 S. Texas Avenue, Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

AMENDMENT #1 TO 24-132 Cen-Tex Regional Juvenile Services

THIS AMENDMENT TO 24-132 also known as 24-132 Cen-Tex Regional Juvenile Services Contract and Agreement for Secure Short-Term Detention of Juvenile Offenders Space Available ("Amendment") is entered into and effective this 1st day of January, 2026 ("Effective Date") through December 31, 2026 ("Expiration Date") by and between **Brazos County Juvenile Services Department** ("Service Provider"), and **Cen-Tex Regional Juvenile Services** ("Juvenile Probation") each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". It shall be automatically renewed for one (1) year terms thereafter, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement. All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the parties entered into contract #24-132 ("Agreement") for purposes of Secure Short-Term Detention of Juvenile Offenders Space Available; and

WHEREAS, the Brazos County Juvenile Board approved to increase the daily rates for the Brazos County Juvenile Detention Pre Adjudication Services to increase from $150.00 to $200.00 per day, and from $200.00 to $250.00 for any child not removed within the 24-hour notice of immediate removal as outlined in Article III, Section E.

WHEREAS, the Parties desire to amend the pricing as set forth in original contract #24-132.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. The Service Provider shall be compensated $200.00 per day as the new daily rate for Pre-Adjudication Detention, and $250.00 per day after 24-hour notice of immediate removal.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

BRAZOS COUNTY JUVENILE SERVICES

Linda Ricketson
Signature
Linda Ricketson
Name
Executive Director
Title
11/3/25
Date

CEN-TEX REGIONAL JUVENILE SERVICES

Signature
R. Zach Bader
Name
Chief JPO
Title
01 Nov 2025
Date

BRAZOS COUNTY COMMISSIONERS COURT

ON DECEMBER 9, 20 25, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BY: _____ DATE: 12/9/25
Kyle Kacal, Acting County Judge and Juvenile Board Chair
200 S. Texas Avenue, Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

AMENDMENT #1 TO 24-132 Cen-Tex Regional Juvenile Services

THIS AMENDMENT TO 24-132 also known as 24-132 Cen-Tex Regional Juvenile Services Contract and Agreement for Secure Short-Term Detention of Juvenile Offenders Space Available ("Amendment") is entered into and effective this 1st day of January, 2026 ("Effective Date") through December 31, 2026 ("Expiration Date") by and between **Brazos County Juvenile Services Department** ("Service Provider"), and **Cen-Tex Regional Juvenile Services** ("Juvenile Probation") each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". It shall be automatically renewed for one (1) year terms thereafter, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement. All capitalized terms in this Amendment shall have the same meaning as in the Agreement (as defined below) unless otherwise stated herein.

RECITALS

WHEREAS, the parties entered into contract #24-132 ("Agreement") for purposes of Secure Short-Term Detention of Juvenile Offenders Space Available; and

WHEREAS, the Brazos County Juvenile Board approved to increase the daily rates for the Brazos County Juvenile Detention Pre Adjudication Services to increase from $150.00 to $200.00 per day, and from $200.00 to $250.00 for any child not removed within the 24-hour notice of immediate removal as outlined in Article III, Section E.

WHEREAS, the Parties desire to amend the pricing as set forth in original contract #24-132.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. The Service Provider shall be compensated $200.00 per day as the new daily rate for Pre-Adjudication Detention, and $250.00 per day after 24-hour notice of immediate removal.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date. This Amendment may be executed in counterparts, all of which taken together shall constitute one instrument. Electronic or facsimile signatures are acceptable forms of execution of this Amendment and shall be binding on all Parties hereto.

BRAZOS COUNTY JUVENILE SERVICES

Linda Ricketson
Signature
Linda Ricketson
Name
Executive Director
Title
11/3/25
Date

CEN-TEX REGIONAL JUVENILE SERVICES

Signature
R. Zach Bader
Name
Chief JPO
Title
01 Nov 2025
Date

BRAZOS COUNTY COMMISSIONERS COURT

ON DECEMBER 9, 20 25, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BY: _____ DATE: 12/9/25
Kyle Kacal, Acting County Judge and Juvenile Board Chair
200 S. Texas Avenue, Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	

DATE OF COURT MEETING: 12/9/2025

ITEM: Award of Bid #26-050 Road Signs & Sign Posts. Recommended Award: Vulcan, Inc.

TO: Commissioners Court

FROM: Summer Dubec

DATE: 11/12/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

The Road Signs & Sign Posts contract is needed to provide Brazos County with a reliable source of materials required for fabrication, installation, and replacement of roadway signage throughout the County. These materials are essential for maintaining compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and ensuring public safety on County roadways. Approval of this contract will allow the Road and Bridge Department to promptly replace damaged or missing signs, install new signs as required by development and traffic studies, and maintain adequate inventory levels for emergency repairs. The contract ensures consistent quality, pricing stability, and vendor availability for all sign-related materials. Timely approval at the upcoming Commissioner's Court meeting is requested so that purchase orders can be issued immediately following the current contract's expiration. This will prevent any gap in supply availability and allow the County to continue uninterrupted sign maintenance and installation operations. Any delay in contract approval could result in supply shortages, delays in replacing damaged or missing road signs, and potential noncompliance with roadway safety standards. This could increase public safety risks and lead to avoidable service interruptions. This contract is fully budgeted. Funding for road signs and sign posts is included in the Road and Bridge Department's approved annual operating budget under the materials and supplies line item.

ATTACHMENTS:

File Name	Description	Type
BID_-_Vulcan_Signs.pdf	Original Contract	Backup Material
26-050_Tabulation.pdf	Tabulation	Backup Material

26-050 Road Signs and Sign Posts Bid Tabulation

January 25, 2026 - January 24, 2027

					Vulcan Inc dba Vulcan Signs			TrafCo Industries INC		
Item	Est Qty	Description	Size	Sign #	Price EA	TTL Price	Notes	Price EA	TTL Price	Notes
1	1	(Blank) Speed Limit – White w/ black letters	24 x 30	R2-1 (BLANK)	$28.15	$28.15		$58.00	$58.00	
2	10	20 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 20	$28.15	$281.50		$58.00	$580.00	
3	10	25 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 25	$28.15	$281.50		$58.00	$580.00	
4	10	30 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 30	$28.15	$281.50		$58.00	$580.00	
5	10	35 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 35	$28.15	$281.50		$58.00	$580.00	
6	10	40 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 40	$28.15	$281.50		$58.00	$580.00	
7	10	45 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 45	$28.15	$281.50		$58.00	$580.00	
8	10	50 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 50	$28.15	$281.50		$58.00	$580.00	
9	10	55 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 55	$28.15	$281.50		$58.00	$580.00	
10	20	60 MPH Speed Limit – White w/ black letters	24 X 30	R2 -1- 60	$28.15	$563.00		$58.00	$1,160.00	
11	10	15 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 15	$13.99	$139.90		$26.00	$260.00	
12	1	15 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 15	$13.99	$13.99		$19.75	$19.75	Coroplast
13	10	20 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 20	$13.99	$139.90		$26.00	$260.00	
14	1	20 MPH Speed Advisory - Orange w/ black letters	18 X 18	W13-1 - 20	$13.99	$13.99		$19.75	$19.75	Coroplast
15	10	25 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 25	$13.99	$139.90		$26.00	$260.00	
16	1	25 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 25	$13.99	$13.99		$19.75	$19.75	Coroplast
17	10	30 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 30	$13.99	$139.90		$26.00	$260.00	
18	1	30 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 30	$13.99	$13.99		$19.75	$19.75	Coroplast
19	10	35 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 35	$13.99	$139.90		$26.00	$260.00	
20	1	35 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 35	$13.99	$13.99		$19.75	$19.75	Coroplast
21	10	40 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 40	$13.99	$139.90		$26.00	$260.00	
22	1	40 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 40	$13.99	$13.99		$19.75	$19.75	Coroplast
23	10	45 MPH Speed Advisory- Yellow w/black letters	18 x 18	W13-1-45	$13.99	$139.90		$26.00	$260.00	
24	1	45 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1-50	$13.99	$13.99		$19.75	$19.75	Coroplast
25	10	50 MPH Speed Advisory- Yellow w/black letters	18 x 18	W13-1-55	$13.99	$139.90		$26.00	$260.00	
26	10	55 MPH Speed Advisory- Yellow w/black letters	18 x 18	W13-1-55	$13.99	$139.90		$26.00	$260.00	
27	20	STOP - Red w/ white letters	36 X 36	R1-1	$48.24	$964.80		$112.00	$2,240.00	
28	10	YIELD – Red w/ white letters	36 X 36	R1-2	$27.91	$279.10		$112.00	$1,120.00	
29	10	STOP AHEAD - Yellow w/black letters	36 X 36	W3-1	$55.44	$554.40		$112.00	$1,120.00	
30	20	DEAD END - Yellow w/black letters	30 X 30	W14-1	$35.19	$703.80		$72.00	$1,440.00	
31	20	NO OUTLET - Yellow w/black letters	30 X 30	W14-2	$35.19	$703.80		$72.00	$1,440.00	
32	20	NO OUTLET – Yellow w/black letters (w/arrow)	36 x 8	W14-2a	$15.02	$300.40		$23.00	$460.00	
33	10	90 degree Left Turn - Yellow w/black letters	30 X 30	W1-1L	$35.19	$351.90		$72.00	$720.00	
34	10	90 degree Right Turn - Yellow w/black letters	30 X 30	W1-1R	$35.19	$351.90		$72.00	$720.00	
35	10	45 degree Left Curve - Yellow w/black letters	30 X 30	W1-2L	$35.19	$351.90		$72.00	$720.00	
36	10	45 degree Right Curve - Yellow w/black letters	30 X 30	W1-2R	$35.19	$351.90		$72.00	$720.00	
37	10	90 degree Left Reverse Turn - Yellow w/black letters	30 X 30	W1-3L	$35.19	$351.90		$72.00	$720.00	
38	10	90 degree Right Reverse Turn - Yellow w/black letters	30 X 30	W1-3R	$35.19	$351.90		$72.00	$720.00	
39	10	45 degree Left Reverse Curve - Yellow w/black letters	30 X 30	W1-4L	$35.19	$351.90		$72.00	$720.00	
40	10	45 degree Right Reverse Curve - Yellow w/black letters	30 X 30	W1-4R	$35.19	$351.90		$72.00	$720.00	
41	10	Left Winding Road - Yellow w/black letters	30 X 30	W1-5L	$35.19	$351.90		$72.00	$720.00	
42	10	Right Winding Road - Yellow w/black letters	30 X 30	W1-5R	$35.19	$351.90		$72.00	$720.00	
43	10	90 Side Road Symbol - Yellow w/black letters	30 X 30	W2-2	$35.19	$351.90		$72.00	$720.00	
44	1	ONE LANE BRIDGE - Yellow w/black letters	30 X 30	W5-3	$35.19	$35.19		$72.00	$72.00	
45	10	T - Road Symbol - Yellow w/black letters	30 X 30	W2-4	$35.19	$351.90		$72.00	$720.00	
46	5	Y - Road Symbol Left - Yellow w/black letters	30 X 30	W2-5L	$35.19	$175.95		$72.00	$360.00	
47	5	Y - Road Symbol Right - Yellow w/black letters	30 X 30	W2-5R	$35.19	$175.95		$72.00	$360.00	
48	5	Y - Road Symbol Left - Yellow w/ black letters	30 X 30	W2-3L	$35.19	$175.95		$72.00	$360.00	
49	5	Y - Road Symbol Right - Yellow w/black letters	30 X 30	W2-3R	$35.19	$175.95		$72.00	$360.00	
50	1	One way arrow – left	96 X 48	W1-9L	$180.16	$180.16		$442.00	$442.00	
51	1	One way arrow – right	96 X 48	W1-9R	$180.16	$180.16		$442.00	$442.00	
52	1	Two way arrow	96 X 48	W1-10	$180.16	$180.16		$442.00	$442.00	
53	10	Large Arrow - Yellow w/black letters	48 X 24	W1-6	$45.04	$450.40		$100.00	$1,000.00	
54	10	Large Double Arrow - Yellow w/black letters	48 X 24	W1-7	$45.04	$450.40		$100.00	$1,000.00	
55	150	Chevron - Yellow w/black letters	18 X 24	W1-8	$16.89	$2,533.50		$34.50	$5,175.00	
56	5	COUNTY MAINTENANCE ENDS - White w/black letters	24 X 15	D27	$15.03	$75.15		$25.00	$125.00	
57	5	COUNTY MAINTENANCE BEGINS-White w/black letters	24 X 15	D28	$15.03	$75.15		$25.00	$125.00	
58	30	Flood Gauge – Fluor Yellow w/black letters	12 X 72	W8-19	$41.16	$1,234.80		$81.00	$2,430.00	
59	30	Flood Gauge (Plaque) – Fluor Yellow w/black letters	18 X 12	W8-19aTP	$14.35	$430.50		$20.00	$600.00	
60	30	Object Marker Left - Yellow w/black stripes	12 X 36	OM-3L	$16.89	$506.70		$35.00	$1,050.00	
61	30	Object Markers Right - Yellow w/black stripes	12 X 36	OM-3R	$16.89	$506.70		$35.00	$1,050.00	
62	5	DETOUR Left - Orange w/black letters	30 X 24	M4-9L	$28.15	$140.75		$43.75	$218.75	Coroplast
63	5	DETOUR Right - Orange w/black letters	30 X 24	M4-9R	$28.15	$140.75		$43.75	$218.75	Coroplast
64	20	NO DUMPING - White w/black letters	18 X 24	R19-5	$16.89	$337.80		$34.50	$690.00	
65	10	PAVEMENT ENDS - Yellow w/black letters	30 X 30	W8-3	$35.19	$351.90		$72.00	$720.00	
66	1	FLAGMAN AHEAD - Orange w/black letters	36 X 36	MCW20-7D	$50.67	$50.67		$78.75	$78.75	Coroplast
67	1	OBSERVE WARNING SIGNS - Orange w/black letters ***MDO***	48 X 42	R20-3	$78.82	$78.82		$136.50	$136.50	
68	1	END CONSTRUCTION - Orange w/black letters ***MDO***	60 X 24	G20-2	$56.30	$56.30		$97.50	$97.50	
69	1	BE PREPARED TO STOP - Orange w/black letters	30 X 30	CW21-8	$35.19	$35.19		$55.00	$55.00	
70	1	ROAD CONSTRUCTION NEXT _____ MILES Orange w/black letters	60 X 36	G20-1	$84.45	$84.45		$131.25	$131.25	

71	5	ROAD CLOSED - White w/black letters ***MDO***	30 X 48	R11-2	$56.30	$281.50		$77.50	$387.50	
72	5	ROAD CLOSED TO THRU TRAFFIC-White w/black letters ***MDO***	30 X 60	R11-4	$70.38	$351.90		$109.50	$547.50	
73	1	DIP - Yellow w/black letters	30 X 30	DIP	$35.19	$35.19		$72.00	$72.00	
74	1	CAUTION - UNEVEN LANES - Orange w/black letters	36 X 36	CW21-14	$50.67	$50.67		$78.75	$78.75	Coroplast
75	10	Round RAIL-ROAD CROSSING - Yellow w/black letters	36"	W10-1	$48.87	$488.70		$112.00	$1,120.00	
76	5	RAIL-ROAD Advance Warning - Yellow w/black letters	30 X 30	W10-2	$35.19	$175.95		$72.00	$360.00	
77	5	RAIL-ROAD Advance Warning - Yellow w/black letters	30 X 30	W10-3	$35.19	$175.95		$72.00	$360.00	
78	5	RAIL-ROAD Advance Warning - Yellow w/black letters	30 X 30	W10-4	$35.19	$175.95		$72.00	$360.00	
79	10	FRESH OIL - Orange w/black letters	30 X 30	CW21-2	$35.19	$351.90		$55.00	$550.00	Coroplast
80	10	ROAD MACHINERY AHEAD - Orange w/black letters	36 X 36	CW21-3	$50.67	$506.70		$78.75	$787.50	Coroplast
81	5	ROAD MAY FLOOD - Yellow w/black letters	36 X 36	W8-18	$50.67	$253.35		$72.00	$360.00	
82	5	WHEN FLOODED TURN AROUND DON'T DROWN- Yellow w/black letters	48 X 48	W8-18bT	$90.08	$450.40		$222.00	$1,110.00	
83	4	NO TRUCKS – White w/ black & red graphics	24 x 24	R5-2	$24.08	$96.32		$46.00	$184.00	
84	2	Keep Right – White w/Black Letters and Arrow	24 x 30	R4-7a	$28.15	$56.30		$58.00	$116.00	
85	1	Any unforeseen signs not listed here but are in the Texas Manual on Uniform Traffic Control Devices ***Bid per square foot***		***ALUM***	$5.63	$5.63	*No shapes - Quoted HIC, .080 Guage	No Bid	No Bid	
86	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 18		$13.53	$676.50		No Bid	No Bid	
87	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 24		$15.09	$754.50		No Bid	No Bid	
88	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 30		$18.84	$942.00		No Bid	No Bid	
89	1	Extruded Street Name Sign Blanks - Green Aluminum	9 x 30		$26.06	$26.06		No Bid	No Bid	
90	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 36		$22.21	$1,110.50		No Bid	No Bid	
91	1	Extruded Street Name Sign Blanks - Green Aluminum	9 X 36		$30.65	$30.65		No Bid	No Bid	
92	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 42		$26.09	$1,304.50		No Bid	No Bid	
93	20	Extruded Street Name Sign Blanks - Green Aluminum	6 X 54		$31.34	$626.80		No Bid	No Bid	
94	1	Extruded Street Name Sign Blanks - Green Aluminum	9 x 42		$35.90	$35.90		No Bid	No Bid	
95	20	Extruded Street Name Sign Blanks - Green Aluminum	9 x 48		$40.83	$816.60		No Bid	No Bid	
96	20	Extruded Street Name Sign Blanks - Green Aluminum	9 x 54		$46.84	$936.80		No Bid	No Bid	
97	20	Extruded Street Name Sign Blanks - Green Aluminum	9 x 60		$51.43	$1,028.60		No Bid	No Bid	
98	20	Extruded Street Name Sign Blanks - Green Aluminum	9 x 66		$55.77	$1,115.40		No Bid	No Bid	
99	1	Carsonite Road marker	62"	CRM-375	$17.50	$17.50		No Bid	No Bid	
100	1	Carsonite Road marker – Tape on both sides	62"	CRM-375	$21.50	$21.50		$25.00	$25.00	78"
101	50	Round Post Caps (For Extruded Signs)	2-3/8"		$7.95	$397.50		$26.00	$1,300.00	78"
102	50	"U" post brackets 90□ and 180□ for Nucor Rib-Bak posts (for extruded signs) ea			$7.95	$397.50		No Bid	No Bid	
103	50	Cross Brackets 45 & 90 (for extruded signs)			$7.95	$397.50		No Bid	No Bid	
104	25	Traffic Cones	28"		$21.55	$538.75		$255.00	$6,375.00	
105	1	Barricade Assembly - Orange w/white	72"	Type-I	$67.14	$67.14		No Bid	No Bid	
106	1	Barricade Assembly - Orange w/white. Type III Prismatic sheeting Single side – crash worthy	48"	Type-III	$279.78	$279.78		No Bid	No Bid	
107	1	Barricade Assembly – Orange w/ white. Type III Prismatic sheeting Single side – crash worthy	96"	Type-III	$238.34	$238.34		$255.00	$255.00	
108	500	Cherry Mate Pop Rivets 7/8" Grip Range			$0.30	$150/$300	*MOQ:1000/MOI:1000 Used MOQ for 2nd Total	No Bid	No Bid	
109	200	Delineator Posts, 3/8" Holes Full Length - green 72"	72"		$9.85	$1,970.00		No Bid	No Bid	
110	1	Yellow Reflective Tape (Eng. Grade) Pressure Sensitive 3" wide x 50 yds long			$46.88	$46.88	**	No Bid	No Bid	
111	1	Green Reflective Tape (Eng. Grade) Pressure Sensitive 6" wide x 50 yds long			$93.75	$93.75	**MOQ:8/MOI:8	No Bid	No Bid	
112	1	White Reflective Tape (Eng. Grade) Pressure Sensitive 18" wide x 50 yds long	72"		$281.25	$281.25	**MOQ:1/MOI:1	No Bid	No Bid	
113	1	Black Pressure Sensitive Tape 4" wide x 50 ft long			$107.46	$107.46	**MOQ:1/MOI:1 *Quoted 4"X5 yards - 7725-12	No Bid	No Bid	
114	300	Rib-Bak Sign Post - Green	10'-0"		$37.50	$11,250.00		$30.00	$9,000.00	
115	800	Rib-Bak Sign Post - Green	3'-6"		$11.25	$9,000.00		No Bid	No Bid	
116	800	Rib-Bak Trapezoidal Soil Plate Hardware			$12.50	$10,000.00		No Bid	No Bid	
117	800	Lap-Splice Breakaway Hardware (Total Package Complete)			$9.50	$7,600.00	*Sold in Bundles of 50 - quoted p/EA $475 per bundle	$32.00	$25,600.00	
118	50	Slip-Safe Breakaway Hardware (Total Package Complete)			$175.00	$8,750.00	**Minimum Order Quantity - 4, Minimum Order Incriments-4**	$34.00	$1,700.00	Steel Sockey & Wedge for Tubular Posts
119	250	Yellow Dia. Gr., aluminum delinator markers	4" X 4	OR-44	$3.95	$987.50		$3.50	$875.00	
120	200	BHP 76 - Button Head Bolts - steel plated	5/16" X ¾"		$0.65	$130.00		No Bid	No Bid	
121	100	2-3/8" OD x 10'0" LG Pos-Loc sign post assy or equal	10'-0"		$72.10	$7,210.00		$30.00	$3,000.00	
122	100	42" EZ Grab Channelizer w/High Intensity Reflective Collars (Orange/White Alternating)			$35.64	$3,564.00		$20.00	$2,000.00	Post Only
123	100	37" Tall Channelizer Drum w/4" Engineer Grade Reflective Stripes			$37.61	$3,761.00		$48.00	$4,800.00	Top Only No Base
124	100	Custom CF 12" Square 3931 SCR Object Markers (3" Stripes)			$4.95	$495.00		No Bid	No Bid	
125	100	Custom CF 18" Square 3931 SCR THP 3177 (3" Stripes)			$8.55	$855.00		No Bid	No Bid	
126	10	All-Way sign – Red w/ white letters	18 x 6	R1-3	$7.03	$70.30		$9.00	$90.00	
127	10	Round Post Caps (for extruded signs)	2-7/8"		$11.95	$119.50		No Bid	No Bid	
128	10	Loose Gravel – Orange w/black letters – aluminum	30x30	W8-7	$35.19	$351.90		$82.00	$820.00	
129	10	Road Work Ahead – Orange w/black letters – aluminum	36 x 36	MCW20 – 1D	$50.67	$506.70		$126.00	$1,260.00	
130	50	Extruded Street Name Sign – Blanks –green –aluminum	6 x 48		$29.26	$1,463.00		No Bid	No Bid	

131	2	T-100 Tool			$10.50	$21.00		No Bid	No Bid	
132		Letters - Pressure Sensitive Series "C" - White Letters and Nu								
A	20	A - Z, 0 - 9, high intensity	4"		$18.50	$370.00		$0.50	$10.00	
B	20	A - Z, 0 - 9, diamond grade	6"		$27.50	$550.00		No Bid	No Bid	
C	20	A - Z. high intensity	2"		$16.50	$330.00		$0.30	$6.00	
D	20	A - Z, diamond grade	4"		$19.50	$390.00		No Bid	No Bid	
133		Letters – Pressure sensitive Series "C" – Black Letters								
		And Numbers in packages								
A	20	A - Z, 0 - 9, diamond grade	4"		$19.50	$390.00		No Bid	No Bid	
B	20	A - Z, 0 - 9, diamond grade	6"		$26.50	$530.00		No Bid	No Bid	
C	20	A - Z. diamond grade	8"		$32.50	$650.00		No Bid	No Bid	
D	20	A - Z, 0-9 diamond grade	10"		$39.50	$790.00		No Bid	No Bid	
134	250	Shear Bolts			$29.50	$7,375.00		No Bid	No Bid	
135	60	Breakaway Assembly			$55.38	$3,322.80		No Bid	No Bid	
136	1	STOP on one side/SLOW on the other side ABS (3mm) HIP two holes drilled	24"		$36.36	$36.36		$80.00	$80.00	
137	1	84" L 3 Pieces Orange PVC Three Piece Pole. Pieces when assembled are 84" long. 12"L Top Handle slides onto bottom pole pieces, secured with spring loaded button. Included mounting hardware for sign.			$34.87	$34.87		No Bid	No Bid	
138	200	Shear Pins			$31.50	$6,300.00		No Bid	No Bid	
139	10	Item #W7-6 Hill Blocks View			$35.19	$351.90	*30"X30" *Quoted HIC Sheeting - .080 Guage	No Bid	No Bid	
140	200	Minuteman Safety Cables			$19.50	$3,900.00		No Bid	No Bid	
141	1	R10-7 Do Not Block Intersection			$28.15	$28.15	*24"X30" *Quoted HIC Sheeting - .080 Guage	$57.00	$57.00	Aluminum 24"X30"
142	1	R4-1 Do Not Pass			$28.15	$28.15	*24"X30" *Quoted HIC Sheeting - .080 Guage	$57.00	$57.00	Aluminum 24"X30"
143	1	R8-8 Do Not Stop On Tracks			$33.78	$33.78	*24"X30" *Quoted HIC Sheeting - .080 Guage	$57.00	$57.00	Aluminum 24"X30"
144	1	W11-8 Emergency Vehicle			$35.19	$35.19	*30"X30" *Quoted HIC Sheeting - .080 Guage	$72.00	$72.00	Aluminum 30"X30"
145	1	W3-5 Reduce Speed Limit Ahead			$33.78	$33.78	*24"X30" *Quoted HIC Sheeting - .080 Guage	$72.00	$72.00	Aluminum 30"X30"
146	1	W7-6 Hill Blocks View			$35.19	$35.19	*30"X30" *Quoted HIC Sheeting - .080 Guage	$72.00	$72.00	Aluminum 30"X30"
147	1	W8-13 Bridge May Ice In Cold Weather			$35.19	$35.19	*30"X30" *Quoted HIC Sheeting - .080 Guage	$72.00	$72.00	Aluminum 30"X30"
		Total			$6,001.88	$130,150.01		$7,866.55	$106,584.00	

Recommended Award: Vulcan Signs

Approved by Commissioner's Court on this 9TH **day of** DEC. **, 2025 by** _____ **holding the position of** ACTING COUNTY JUDGE

REQUEST FOR BID
BID NO. 26-050
ROAD SIGNS AND SIGN POSTS

SEALED BIDS TO BE SUBMITTED BEFORE:
Tuesday, October 28, 2025, 2:00pm CST

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

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

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

Company Name: Vulcan Inc dba Vulcan Signs

By (Print): David B. Beviacqua Title: Vice President / GM

Physical Address: PO Box 1850 Foley, AL 36536

Mailing Address: PO Box 1850 Foley, AL 36536

Telephone: 800-633-6845 Fax: 251-943-1544 E-Mail: vulcan3@vulcaninc.com

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to 2:00 p.m., Tuesday, October 28, 2025 at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

Brazos County is seeking bids for qualified Contractor for fire alarm monitoring for Brazos County facilities for furnishing the merchandise, supplies, service, and/or equipment set forth in this bid request for a one (1) year period beginning January 25, 2026 through January 24, 2027 in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

1. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All Respondent(s) are required to be informed of these terms and conditions and will be held responsible for having done so.

2. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:
   a. **BRAZOS COUNTY** – Same as County.
   b. **COMMISSIONERS COURT** – The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all County business as conferred by the State Constitution and Laws.
   c. **CONTRACT** – An agreement between the County and a Contractor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
   d. **CONTRACTOR** – The successful Respondent(s) of this bid request.
   e. **COUNTY** – The government of Brazos County, Texas and its authorized representative.
   f. **SUB-CONTRACTOR** – Any contractor hired by the Contractor or supplier to furnish materials and services specified in the bid request.
   g. **RESPONDENT** – Any supplier or vendor responding to the bid request.

3. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Brazos County and the Contractor for the period designated.

4. **Bids must be submitted on this form and returned in a sealed envelope, clearly marked with Respondent's Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by email, telephone, fax, or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids not received prior to the expressed date and time listed in this bid will be rejected or returned**

unopened to the Respondent(s). Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.

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

6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any Respondent(s). Only written specifications, price quotations, or other contractual documents will be considered. Respondent(s) with questions regarding the bid should submit them in writing via the Brazos Valley e-Marketplace at https://brazosbid.ionwave.net.

7. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.

8. This Contract is nontransferable and may not be reassigned by either party. Should there be a change in ownership or management; the Contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the Contract with its present provisions and prices.

9. The County may cancel this Contract at any time for convenience, provided a thirty (30) day written notice is given to the contractor.

10. In the event the Contractor is unable to furnish any good or service within a reasonable time after order is placed due to strikes, war, or any reason beyond the Contractor's control, the County reserves the right to purchase these items from any source, without causing this Contract to be canceled.

11. The bid award shall be based on, but not necessarily limited to, the following factors:
    a. Unit Price
    b. Extended price
    c. Special needs and requirements of Brazos County
    d. Results of testing samples (if required by Brazos County)
    e. Delivery
    f. References
    g. Brazos County's experience with products bid
    h. Respondent's past performance record with Brazos County

12. Although the cost of products to be provided is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Respondent considered to be the best value to Brazos County.

13. Acceptance of merchandise, work, and/or equipment provided shall be made by the 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 the 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.

14. This Contract shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this Contract, when applicable.

15. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices, the unit price shall govern. Any suggested change in quantity on the part of the Respondent(s) to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.

16. Prior to award, no bid may be withdrawn after the submission deadline without acceptable reason and approval of the Purchasing Agent.

17. It is the Respondent's sole responsibility to print, review, and complete 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 signature by an authorized representative of the firm. The failure to complete and submit all required forms, including but not limited to, the Reference Page, Questionnaires (when applicable), acknowledgement of any Addenda(s) (including revised forms), Certification of Bid Form, and any other specified forms or documents may be grounds for rejection of entire bid.

18. In the event of a needed change in the specifications, interpretation or correction, it is understood that all the foregoing terms shall apply to the addendum or addenda, unless modified by the addendum or addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner's Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation.

19. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley e-Marketplace (https://brazosbid.ionwave.net) after award by Commissioner's Court.

20. Brazos County reserves the right to extend this Contract for a maximum of three (3) additional, one (1) year periods with no changes to the terms or conditions of this Contract, if agreed upon by both parties.

21. The Contractor agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.

22. Contractor shall observe and comply with all federal, state, and local laws, safety, and health regulations, ordinances, and all regulations which in any manner affect conduct of the work or services being performed.

23. Any sub-contracting must be approved prior to commencement of the Contract by Brazos County.

24. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.

25. Any brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages or quantity of the items listed in the bid. If a notation of substitution in not made, it is assumed the Respondent is bidding the item specified.

26. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.

27. Brazos County will only be required to pay for materials actually received and/or services actually provided during the term of the Contract. Brazos County shall not be required to pay for materials and/or services described in the contract that are not used or provided by the Contractor in completion of the Contract. This term supersedes any contradicting terms throughout the Contract and/or any attachments.

28. The Contractor should submit itemized invoices to:

Brazos County
ATTN: Auditors
P.O. Box 914
Bryan, TX 77806
accountspayable@brazoscountytx.gov

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within thirty (30) days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the Contractor only, and shall not include sub-contractors, assignees, or any other party.

29. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such taxes must not be included in bid prices. Tax Exemption Certificates can be obtained upon request from County.

30. To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

    The indemnification shall include but not be limited to the following specific instances:

    a. In the event the County is damaged due to the act, omission, mistake, fault, or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
    b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
    c. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.

31. Upon award of Contract for any commodity or materials purchased by Brazos County, the Contractor agrees to protect the County from any claim involving patent right infringement, copyright infringement, or sales franchise disputes.

32. Unless otherwise specified, all items ordered from the Contractor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container to facilitate storage and handling.

33. This Contract will be governed by the laws of the state of Texas and venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

34. This bid shall be governed by the laws of the State of Texas and Potential Respondent(s) and the subsequent Contractor(s) 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.

35. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent 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.

36. 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.

C. INSURANCE REQUIREMENTS

1. The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.

2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract:

3. Statutory Workmen's Compensation or $1,000,000 Employer's Liability Insurance with waiver of subrogation.

4. General Liability with limits for bodily injury and for property damages of not less than $1,000,000 aggregate, $500,000 each occurrence with Brazos County named as an additional insured and waiver of subrogation.
   a. Commercial Automotive Liability with $500,000 CSL for Bodily Injury and Property Damage Liability with Brazos County named as additional insured.
   b. Cargo Insurance to sufficiently cover materials transported.

5. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.

6. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

D. SPECIAL PROVISIONS

1. All deliveries are to be made F.O.B. Brazos County Road and Bridge Department, during regular working days, and between the hours of 7:30 A.M. and 5:00 P.M. Monday through Thursday, unless otherwise requested by the County and loaded into County trucks by the Supplier; or loaded and hauled and delivered anywhere in the County by the Supplier during the mentioned working days and hours. Supplier will have carrier notify Brazos County 24 hours in advance of delivery or delivery may be refused.

2. Vendor will be required to notify the Brazos County Road and Bridge Department in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time Brazos County shall have the right to refuse acceptance of the order.

3. Vendor will be required to deliver to Brazos County Road and Bridge Department or job site in Brazos County when and where requested and remain on the job with truck and operator as long as required to completely place load.

4. Brazos County reserves the right to test any materials delivered at the requested site for compliance with specifications. The vendor will remove immediately from the job site or right of way any materials that are deemed unsatisfactory.

5. Material Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).

6. Any vendor vehicles traveling on County roads will not exceed its legal gross weight.

7. If samples or sample testing is required, Brazos County will perform test through a third party. Vendor will be required to allow the third-party access to the facilities in order to acquire samples for testing. Failure to submit requested testing may disqualify bid.

8. Brazos County reserves the right to award the contract to several vendors. The successful bidders will have the exclusive right and duty to provide the products listed herein to the County. The County does not guarantee to purchase any minimum quantities.

E. REFERENCES

Respondent shall provide a list of at least three (3) references, where goods and/or services were comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number, and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Respondent is not allowed to use Brazos County as a reference.

Company/Entity: Greene Co, MO

Contact: Leroy Gott – Buyer

Phone: 417-868-4013

Email: lgott@greenecountymo.gov

Company/Entity: City of Raleigh, NC

Contact: Eric Johnson - Purchaser

Phone: 919-996-3240

Email: eric.johnson@raleighnc.gov

Company/Entity: State of Tennessee

Contact: Erick Busby – Procurement Spec.

Phone: 615-253-8900

Email: Erik.busby@tn.gov

F. SPECIFICATIONS & QUOTE

	EST QTY	DESCRIPTION	SIZE	SIGN #	PRICE EA.	TTL PRICE
1	1	(Blank) Speed Limit – White w/ black letters	24 x 30	R2-1 (BLANK)	$ 28.15	$ 28.15
2	10	20 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 20	$ 28.15	$ 281.50
3	10	25 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 25	$ 28.15	$ 281.50
4	10	30 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 30	$ 28.15	$ 281.50
5	10	35 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 35	$ 28.15	$ 281.50
6	10	40 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 40	$ 28.15	$ 281.50
7	10	45 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 45	$ 28.15	$ 281.50
8	10	50 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 50	$ 28.15	$ 281.50
9	10	55 MPH Speed Limit - White w/black letters	24 X 30	R2-1 - 55	$ 28.15	$ 281.50
10	20	60 MPH Speed Limit – White w/ black letters	24 X 30	R2 -1- 60	$ 28.15	$ 281.50
11	10	15 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 15	$ 13.99	$ 139.90
12	1	15 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 15	$ 13.99	$ 13.99
13	10	20 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 20	$ 13.99	$ 139.90
14	1	20 MPH Speed Advisory - Orange w/ black letters	18 X 18	W13-1 - 20	$ 13.99	$ 13.99
15	10	25 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 25	$ 13.99	$ 139.90
16	1	25 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 25	$ 13.99	$ 13.99
17	10	30 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 30	$ 13.99	$ 139.90
18	1	30 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 30	$ 13.99	$ 13.99
19	10	35 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 35	$ 13.99	$ 139.90
20	1	35 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 35	$ 13.99	$ 13.99
21	10	40 MPH Speed Advisory - Yellow w/black letters	18 X 18	W13-1 - 40	$ 13.99	$ 139.90
22	1	40 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1 - 40	$ 13.99	$ 13.99
23	10	45 MPH Speed Advisory- Yellow w/black letters	18 x 18	W13-1-45	$ 13.99	$ 139.90
24	1	45 MPH Speed Advisory - Orange w/ black letters	18 x 18	W13-1-50	$ 13.99	$ 13.99
25	10	50 MPH Speed Advisory- Yellow w/black letters	18 x 18	W13-1-55	$ 13.99	$ 139.90
26	10	55 MPH Speed Advisory- Yellow w/black letters	18 x 18	W13-1-55	$ 13.99	$ 13.99
27	20	STOP - Red w/ white letters	36 X 36	R1-1	$ 48.24	$ 964.80
28	10	YIELD – Red w/ white letters	36 X 36	R1-2	$ 27.91	$ 279.10
29	10	STOP AHEAD - Yellow w/black letters	36 X 36	W3-1	$ 55.44	$ 554.40
30	20	DEAD END - Yellow w/black letters	30 X 30	W14-1	$ 35.19	$ 703.80
31	20	NO OUTLET - Yellow w/black letters	30 X 30	W14-2	$ 35.19	$ 703.80
32	20	NO OUTLET – Yellow w/black letters (w/arrow)	36 x 8	W14-2a	$ 15.02	$ 300.40
33	10	90 degree Left Turn - Yellow w/black letters	30 X 30	W1-1L	$ 35.19	$ 351.90
34	10	90 degree Right Turn - Yellow w/black letters	30 X 30	W1-1R	$ 35.19	$ 351.90
35	10	45 degree Left Curve - Yellow w/black letters	30 X 30	W1-2L	$ 35.19	$ 351.90
36	10	45 degree Right Curve - Yellow w/black letters	30 X 30	W1-2R	$ 35.19	$ 351.90
37	10	90 degree Left Reverse Turn - Yellow w/black letters	30 X 30	W1-3L	$ 35.19	$ 351.90
38	10	90 degree Right Reverse Turn - Yellow w/black letters	30 X 30	W1-3R	$ 35.19	$ 351.90
39	10	45 degree Left Reverse Curve - Yellow w/black letters	30 X 30	W1-4L	$ 35.19	$ 351.90
40	10	45 degree Right Reverse Curve - Yellow w/black letters	30 X 30	W1-4R	$ 35.19	$ 351.90
41	10	Left Winding Road - Yellow w/black letters	30 X 30	W1-5L	$ 35.19	$ 351.90

42	10	Right Winding Road - Yellow w/black letters	30 X 30	W1-5R	$ 35.19	$ 351.90
43	10	90□ Side Road Symbol - Yellow w/black letters	30 X 30	W2-2	$ 35.19	$ 351.90
44	1	ONE LANE BRIDGE - Yellow w/black letters	30 X 30	W5-3	$ 35.19	$ 35.19
45	10	T - Road Symbol - Yellow w/black letters	30 X 30	W2-4	$ 35.19	$ 351.90
46	5	Y - Road Symbol Left - Yellow w/black letters	30 X 30	W2-5L	$ 35.19	$ 175.95
47	5	Y - Road Symbol Right - Yellow w/black letters	30 X 30	W2-5R	$ 35.19	$ 175.95
48	5	Y - Road Symbol Left - Yellow w/ black letters	30 X 30	W2-3L	$ 35.19	$ 175.95
49	5	Y - Road Symbol Right - Yellow w/black letters	30 X 30	W2-3R	$ 35.19	$ 175.95
50	1	One way arrow – left	96 X 48	W1-9L	$ 180.16	$ 180.16
51	1	One way arrow – right	96 X 48	W1-9R	$ 180.16	$ 180.16
52	1	Two way arrow	96 X 48	W1-10	$ 180.16	$ 180.16
53	10	Large Arrow - Yellow w/black letters	48 X 24	W1-6	$ 45.04	$ 450.40
54	10	Large Double Arrow - Yellow w/black letters	48 X 24	W1-7	$ 45.04	$ 450.40
55	150	Chevron - Yellow w/black letters	18 X 24	W1-8	$ 16.89	$ 2,533.50
56	5	COUNTY MAINTENANCE ENDS - White w/black letters	24 X 15	D27	$ 15.03	$ 75.15
57	5	COUNTY MAINTENANCE BEGINS-White w/black letters	24 X 15	D28	$ 15.03	$ 75.15
58	30	Flood Gauge – Fluor Yellow w/black letters	12 X 72	W8-19	$ 41.16	$ 1,234.80
59	30	Flood Gauge (Plaque) – Fluor Yellow w/black letters	18 X 12	W8-19aTP	$ 14.35	$ 430.50
60	30	Object Marker Left - Yellow w/black stripes	12 X 36	OM-3L	$ 16.89	$ 506.70
61	30	Object Markers Right - Yellow w/black stripes	12 X 36	OM-3R	$ 16.89	$ 506.70
62	5	DETOUR Left - Orange w/black letters	30 X 24	M4-9L	$ 28.15	$ 140.75
63	5	DETOUR Right - Orange w/black letters	30 X 24	M4-9R	$ 28.15	$ 140.75
64	20	NO DUMPING - White w/black letters	18 X 24	R19-5	$ 16.89	$ 337.80
65	10	PAVEMENT ENDS - Yellow w/black letters	30 X 30	W8-3	$ 35.19	$ 351.90
66	1	FLAGMAN AHEAD - Orange w/black letters	36 X 36	MCW20-7D	$ 50.67	$ 50.67
67	1	OBSERVE WARNING SIGNS - Orange w/black letters ***MDO***	48 X 42	R20-3	$ 78.82	$ 78.82
68	1	END CONSTRUCTION - Orange w/black letters ***MDO***	60 X 24	G20-2	$ 56.30	$ 56.30
69	1	BE PREPARED TO STOP - Orange w/black letters	30 X 30	CW21-8	$ 35.19	$ 35.19
70	1	ROAD CONSTRUCTION NEXT _____ MILES Orange w/black letters	60 X 36	G20-1	$ 84.45	$ 84.45
71	5	ROAD CLOSED - White w/black letters ***MDO***	30 X 48	R11-2	$ 56.30	$ 281.50
72	5	ROAD CLOSED TO THRU TRAFFIC-White w/black letters ***MDO***	30 X 60	R11-4	$ 70.38	$ 351.90
73	1	DIP - Yellow w/black letters	30 X 30	DIP	$ 35.19	$ 35.19
74	1	CAUTION - UNEVEN LANES - Orange w/black letters	36 X 36	CW21-14	$ 50.67	$ 50.67
75	10	Round RAIL-ROAD CROSSING - Yellow w/black letters	36"	W10-1	$ 48.87	$ 488.70
76	5	RAIL-ROAD Advance Warning - Yellow w/black letters	30 X 30	W10-2	$ 35.19	$ 175.95
77	5	RAIL-ROAD Advance Warning - Yellow w/black letters	30 X 30	W10-3	$ 35.19	$ 175.95
78	5	RAIL-ROAD Advance Warning - Yellow w/black letters	30 X 30	W10-4	$ 35.19	$ 175.95
79	10	FRESH OIL - Orange w/black letters	30 X 30	CW21-2	$ 35.19	$ 175.95
80	10	ROAD MACHINERY AHEAD - Orange w/black letters	36 X 36	CW21-3	$ 50.67	$ 506.70
81	5	ROAD MAY FLOOD - Yellow w/black letters	36 X 36	W8-18	$ 50.67	$ 253.35
82	5	WHEN FLOODED TURN AROUND DON'T DROWN-Yellow w/black letters	48 X 48	W8-18bT	$ 90.08	$ 450.40
83	4	NO TRUCKS – White w/ black & red graphics	24 x 24	R5-2	$ 24.08	$ 96.32

84	2	Keep Right – White w/Black Letters and Arrow	24 x 30	R4-7a	$ 28.15	$ 56.30
85	1	Any unforeseen signs not listed here but are in the Texas Manual on Uniform Traffic Control Devices ***Bid per square foot*** *No Shapes - Quoted HIP, .080 Gauge		***ALUM***	$ 5.63	$ 5.63
86	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 18		$ 13.53	$ 676.50
87	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 24		$ 15.09	$ 754.50
88	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 30		$ 18.84	$ 942.00
89	1	Extruded Street Name Sign Blanks - Green Aluminum	9 x 30		$ 26.06	$ 26.06
90	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 36		$ 22.21	$ 1,110.50
91	1	Extruded Street Name Sign Blanks - Green Aluminum	9 X 36		$ 30.65	$ 30.65
92	50	Extruded Street Name Sign Blanks - Green Aluminum	6 X 42		$ 26.09	$ 1,304.50
93	20	Extruded Street Name Sign Blanks - Green Aluminum	6 X 54		$ 31.34	$ 626.80
94	1	Extruded Street Name Sign Blanks - Green Aluminum	9 x 42		$ 35.90	$ 35.90
95	20	Extruded Street Name Sign Blanks - Green Aluminum	9 x 48		$ 40.83	$ 816.60
96	20	Extruded Street Name Sign Blanks - Green Aluminum	9 x 54		$ 46.84	$ 936.80
97	20	Extruded Street Name Sign Blanks - Green Aluminum	9 x 60		$ 51.43	$ 1,028.60
98	20	Extruded Street Name Sign Blanks - Green Aluminum	9 x 66		$ 55.77	$ 1,115.40
99	1	Carsonite Road marker	62"	CRM-375	$ 17.50	$ 17.50
100	1	Carsonite Road marker – Tape on both sides	62"	CRM-375	$ 21.50	$ 21.50
101	50	Round Post Caps (For Extruded Signs)	2-3/8"		$ 7.95	$ 397.50
102	50	"U" post brackets 90⁰ and 180⁰ for Nucor Rib-Bak posts (for extruded signs) ea			$ 7.95	$ 397.50
103	50	Cross Brackets 45 & 90 (for extruded signs)			$ 7.95	$ 397.50
104	25	Traffic Cones	28"		$ 21.55	$ 538.75
105	1	Barricade Assembly - Orange w/white	72"	Type-I	$ 67.14	$ 67.14
106	1	Barricade Assembly - Orange w/white. Type III Prismatic sheeting Single side – crash worthy	48"	Type-III	$ 279.78	$ 279.78
107	1	Barricade Assembly – Orange w/ white. Type III Prismatic sheeting Single side – crash worthy	96"	Type-III	$ 238.34	$ 238.34
108	500	Cherry Mate Pop Rivets 7/8" Grip Range *MOQ:1000 / MOI:1000		*Used MOQ for 2nd Total	$ 0.30	$ 150.00 / $300.00
109	200	Delineator Posts, 3/8" Holes Full Length - green 72"	72"		$ 9.85	$ 1,970.00
110	1	Yellow Reflective Tape (Eng. Grade) Pressure Sensitive 3" wide x 50 yds long **			$ 46.88	$ 46.88
111	1	Green Reflective Tape (Eng. Grade) Pressure Sensitive 6" wide x 50 yds long **MOQ:8/MOI:8			$ 93.75	$ 93.75
112	1	White Reflective Tape (Eng. Grade) Pressure Sensitive 18" wide x 50 yds long **MOQ:1/MOI:1	72"		$ 281.25	$ 281.25
113	1	Black Pressure Sensitive Tape 4" wide x 50 ft long **MOQ:1/MOI:1		*Quoted 4" x 50 yards - 7725-12	$ 107.46	$ 107.46
114	300	Rib-Bak Sign Post - Green	10'-0"		$ 37.50	$ 11,250.00
115	800	Rib-Bak Base Post - Green	3'-6"		$ 11.25	$ 9,000.00
116	800	Rib-Bak Trapezoidal Soil Plate Hardware			$ 12.50	$ 10,000.00
117	800	Lap-Splice Breakaway Hardware (Total Package Complete) *Sold in bundles of 50 - quoted p/ EA			$ 9.50	$ 7,600.00 / $475.00 per bundle
118	50	Slip-Safe Breakaway Hardware (Total Package Complete)			$ 175.00	$ 8,750.00

**Sheeting - Minimum purchase quantites are based on supplier requirements and may by subject to change

119	250	Yellow Dia. Gr., aluminum delinator markers	4" X 4	OR-44	$ 3.95	$ 987.50
120	200	BHP 76 - Button Head Bolts - steel plated	5/16" X ¾"		$ 0.65	$ 130.00
121	100	2-3/8" OD x 10'0" LG Pos-Loc sign post assy or equal	10'-0"		$ 72.10	$ 7,210.00
122	100	42" EZ Grab Channelizer w/High Intensity Reflective Collars (Orange/White Alternating)			$ 35.64	$ 3,564.00
123	100	37" Tall Channelizer Drum w/4" Engineer Grade Reflective Stripes			$ 37.61	$ 3,761.00
124	100	Custom CF 12" Square 3931 SCR Object Markers (3" Stripes)			$ 4.95	$ 495.00
125	100	Custom CF 18" Square 3931 SCR THP 3177 (3" Stripes)			$8.55	$855.00
126	10	All-Way sign – Red w/ white letters	18 x 6	R1-3	$ 7.03	$ 70.30
127	10	Round Post Caps (for extruded signs)	2-7/8"		$ 11.95	$ 119.50
128	10	Loose Gravel – Orange w/black letters – aluminum	30x30	W8-7	$ 35.19	$ 351.90
129	10	Road Work Ahead – Orange w/black letters – aluminum	36 x 36	MCW20 – 1D	$ 50.67	$ 506.70
130	50	Extruded Street Name Sign – Blanks –green –aluminum	6 x 48		$ 29.26	$ 1,463.00
131	2	T-100 Tool			$ 10.50	$ 21.00
132		Letters - Pressure Sensitive Series "C" - White Letters and Numbers in packages				
A	20	A - Z, 0 - 9, high intensity	4"		$ 18.50	$ 370.00
B	20	A - Z, 0 - 9, diamond grade	6"		$ 27.50	$ 550.00
C	20	A - Z. high intensity	2"		$ 16.50	$ 330.00
D	20	A - Z, diamond grade	4"		$ 19.50	$ 390.00
133		Letters – Pressure sensitive Series "C" – Black Letters And Numbers in packages				
A	20	A - Z, 0 - 9, diamond grade	4"		$ 19.50	$ 390.00
B	20	A - Z, 0 - 9, diamond grade	6"		$ 26.50	$ 530.00
C	20	A - Z. diamond grade	8"		$ 32.50	$ 650.00
D	20	A - Z, 0-9 diamond grade	10"		$ 39.50	$ 790.00
134	250	Shear Bolts			$ 29.50	$ 7,375.00
135	60	Breakaway Assembly			$ 55.38	$ 3,322.80
136	1	STOP on one side/SLOW on the other side ABS (3mm) HIP two holes drilled	24"		$ 36.36	$ 36.36
137	1	84" L 3 Pieces Orange PVC Three Piece Pole. Pieces when assembled are 84" long. 12"L Top Handle slides onto bottom pole pieces, secured with spring loaded button. Included mounting hardware for sign.			$ 34.87	$ 34.87
138	200	Shear Pins			$ 31.50	$ 6,300.00
139	10	Item #W7-6 High Blocks View *Quoted HIP Sheeting - .080 Gauge	*30" x 30"		$ 35.19	$ 351.90
140	200	Minuteman Safety Cables			$ 19.50	$ 3,900.00
141	1	R10-7 Do Not Block Intersection *Quoted HIP Sheeting - .080 Gauge	*24" x 30"		$ 28.15	$ 28.15
142	1	R4-1 Do Not Pass *Quoted HIP Sheeting - .080 Gauge	*24" x 30"		$ 28.15	$ 28.15
143	1	R8-8 Do Not Stop On Tracks *Quoted HIP Sheeting - .080 Gauge	*24" x 36"		$ 33.78	$ 33.78
144	1	W11-8 Emergency Vehicle *Quoted HIP Sheeting - .080 Gauge	*30" x 30"		$ 35.19	$ 35.19
145	1	W3-5 Reduce Speed Limit Ahead *Quoted HIP Sheeting - .080 Gauge	*24" x 36"		$ 33.78	$ 33.78
146	1	W7-6 Hill Blocks View *Quoted HIP Sheeting - .080 Gauge	*30" x 30"		$ 35.19	$ 35.19
147	1	W8-13 Bridge May Ice In Cold Weather *Quoted HIP Sheeting - .080 Gauge	*30" x 30"		$ 35.19	$ 35.19

G. CERTIFICATION OF BID

By signing the certification below, the Respondent verifies that all plans, specifications, and documents have been reviewed and are considered in the pricing attached. Prior to award, the Respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are available on the Brazos County Purchasing website. The undersigned affirms that they are duly authorized execute this contract, that this quote 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 submission deadline.

Signed By: _____

Typed Name: David B. Beviacqua Title: Vice President / GM

Company Name: Vulcan Inc dba Vulcan Signs

Phone: 800-633-6845

Mailing Address: PO Box 1850 Foley, AL 36536

Email Address: vulcan3@vulcaninc.com

Vendor Tax Identification Number: 63-0513868

By signing below, Brazos County agrees that this bid, will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By: _____

Brazos County Commissioner's Court: KYLE KACAL, ACTING COUNTY JUDGE

Date: DECEMBER 9, 2025

Attest: _____

Brazos County Clerk: KAREN McQUEEN

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

- ☑ **References (Section E)**
- ☑ **Quote (Section F)**
- ☑ **All Addendums (if applicable)**
- ☑ **Certification of Bid (Section G)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1374487

Date Filed:
10/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Vulcan Inc dba Vulcan Signs
Foley, AL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
#26-050
Road Signs and Sign Posts

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is David B. Beviacqua, and my date of birth is 08/05/1970.

My address is PO Box 1850, Foley (city), AL (state), 36536 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Baldwin County, State of Alabama, on the 8th day of October (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Purchasing	NUMBER:	
DATE OF COURT MEETING:	12/9/2025		
ITEM:	Permission to Advertise RFQ #26-079 Appraisal Services.		
TO:	Commissioners Court		
FROM:	Kaitlyn Battles		
DATE:	12/01/2025		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	$0.00		
NOTES/EXCEPTIONS:	This contract helps predominately the Road & Bridge Department helping their needs to require continued access to professional appraisal services to support right-of-way acquisition, easement negotiations, and property impact assessments associated with our ongoing and upcoming transportation and drainage projects. Accurate, third-party appraisals ensure the County complies with state regulations, protects taxpayer resources, and maintains fairness and transparency when working with affected property owners. Without these services, critical projects—including roadway safety improvements, drainage upgrades, and future capital planning—would face delays, higher legal risks, and potential cost overruns. Securing appraisal support is essential for keeping project timelines on track and ensuring responsible, defensible decision-making for Brazos County infrastructure investments.		

ATTACHMENTS:

File Name	Description	Type
Request_to_Advertise.pdf	Request to Advertise	Backup Material

Brazos County
Purchasing Department

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

BRAZOS COUNTY
BID/RFP/RFQ DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and go out for Bid on the following:

DATE: **December 9, 2025**

RFP NUMBER: **26-079**

TITLE: **Appraisal Services**

REQUESTING DEPARTMENT: **Road & Bridge**

APPROVAL SIGNATURE: _____
ACTING **County Judge**

DATE APPROVED: DECEMBER 9, 2025

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of the following committee for RFQ #26-079 Appraisal Services.

- a. Prarthana Banerji - County Engineer - Road and Bridge
- b. Joe Salvato - R-O-W Agent - Road and Bridge
- c. Kimberly Gonzalez - Economic Development Coordinator - County Judge
- d. Purchasing - Non-Voting
- e. Legal - Non-Voting

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: This committee is to evaluate all the proposals received to get the highest evaluated firm under contract to help predominately the Road & Bridge Department helping their needs to require continued access to professional appraisal services to support right-of-way acquisition, easement negotiations, and property impact assessments associated with our ongoing and upcoming transportation and drainage projects. Accurate, third-party appraisals ensure the County complies with state regulations, protects taxpayer resources, and maintains fairness and transparency when working with affected property owners. Without these services, critical projects—including roadway safety improvements, drainage upgrades, and future capital planning—would face delays, higher legal risks, and potential cost overruns. Securing appraisal support is essential for keeping project timelines on track and ensuring responsible, defensible decision-making for Brazos County infrastructure investments.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Approval of the following committee for RFQ #26-079 Appraisal Services.

- a. Prarthana Banerji - County Engineer - Road and Bridge
- b. Joe Salvato - R-O-W Agent - Road and Bridge
- c. Kimberly Gonzalez - Economic Development Coordinator - County Judge
- d. Purchasing - Non-Voting
- e. Legal - Non-Voting

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: This committee is to evaluate all the proposals received to get the highest evaluated firm under contract to help predominately the Road & Bridge Department helping their needs to require continued access to professional appraisal services to support right-of-way acquisition, easement negotiations, and property impact assessments associated with our ongoing and upcoming transportation and drainage projects. Accurate, third-party appraisals ensure the County complies with state regulations, protects taxpayer resources, and maintains fairness and transparency when working with affected property owners. Without these services, critical projects—including roadway safety improvements, drainage upgrades, and future capital planning—would face delays, higher legal risks, and potential cost overruns. Securing appraisal support is essential for keeping project timelines on track and ensuring responsible, defensible decision-making for Brazos County infrastructure investments.

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

APPROVED

12/9/25

KYLE KACAL
ACTING County Judge

Date

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing	NUMBER:
DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval of Agreement #26-081 Oracle Fusion Cloud Testing with Smart Software Testing Solutions Inc, dba Opkey in the amount of $80,000.
TO:	Commissioners Court
FROM:	Presley Nelson
DATE:	11/25/2025
FISCAL IMPACT:	True
BUDGETED:	True
DOLLAR AMOUNT:	$80,000.00
BUDGET DETAIL:	45000-63140001-80211000
NOTES/EXCEPTIONS:	This contract is for Opkey, an automated testing application for enterprise resource planning (ERP) software, helping with training and general maintenance. This project is fully budgeted and will benefit all departments. Failure to approve will delay implementation. This purchase is being made through SHI on the OMNIA contract # 2024056-02.

ATTACHMENTS:

File Name	Description	Type
Service_Agreement-_Partly_Executed.pdf	Service Agreement	Backup Material
Order_Form-_Partly_Executed.pdf	Order Form	Backup Material
SHI_Quote-26736259.pdf	Quote	Backup Material

opkey

ORDER

This ORDER is between Smart Software Testing Solutions, Inc., d/b/a Opkey, a Delaware corporation with its principal place of business at 11750 Dublin Boulevard, Suite 200, Dublin, CA 94568 USA, and its Affiliates ("Opkey"), and Brazos County, a with its principal place of business at 200 South Texas Ave., Ste. 352 Bryan, Texas 77803, and its Affiliates ("Customer"). This Order shall be effective as of the date of last signature below ("Effective Date"). Any terms capitalized herein but not defined shall have the same meaning as defined in the Agreement.

1. Subject to the terms and conditions of this Order, as of the Effective Date, Opkey grants to Customer a non-exclusive, non-transferable, limited license during the initial term listed in the table below for Customer's internal business use as follows:

Item No.	Description or Software or Service(s)	Term (Months)	Quantity	Number of Licenses (Service Capacity)
OAP-ORCLFU-12	Opkey Automation Platform (Hosted On Premise by Brazos County Texas)	12	1	5
TA-ORCLFUJR-BSE-12	Oracle Fusion Test Accelerator - Base Package HCM- Human Capital Management Base, Recruiting Cloud Service, Time and Labor Cloud Service, Payroll Cloud Service, Learning Cloud, Workforce Compensation, Planning and Budgeting Cloud EPRCS -Enterprise Performance Reporting Cloud ERP - Financials Cloud Service, Purchasing Cloud Service, Document Recognition Cloud, Expenses Cloud Service, Advanced Collections, Self Service Procurement, Automated Invoice Processing OIC - Integration Cloud Service for SaaS, Infrastructure Outbound Data Transfer	12	5	n/a
OPK-ORCL-PSR-36	Professional Services for Oracle Fusion - Implementation	2	1	n/a
OPK-TOIL-1	Training - Online Instructor Led (5x 1-hour sessions)	1	1	n/a
OPK-TROU-1	Training - Opkey University	12	n/a	n/a
OPK-SS-12	Standard Support	12	n/a	n/a

2. Term: The term of this Order commences on the Effective Date and shall continue for a period of twelve (12) months ("Term"). This Order is non-cancellable and refunds will not be issued except as outlined in the Agreement.

3. Taxes: Pricing does NOT include any local or state sales, use or value added taxes. Customer will be liable for payment of all taxes that are levied upon and related to the Order. Company may be required to collect and remit taxes from Customer, unless Customer provides Company with a valid tax exemption certificate.

4. Invoices: All invoices will be paid by Customer in accordance with the Agreement, and Opkey invoices will be issued to Customer, per Section 7 unless purchased through an authorized reseller.

5. Additional Terms: This Order is governed by the executed Master SaaS Agreement dated November 20, 2025 ("Agreement").

6. Implementation Services: If applicable, the parties may agree to execute the Statement of Work ("SOW") attached hereto as Exhibit A. Company will use commercially reasonable efforts to provide Customer with the Services described in the SOW which if applicable, includes the one-time Implementation Fee listed in the above table under Section 1.

opkey

7. Administrative:

Contact Name	Customer Physical Address for Install	Email Address	Phone

Contact Name	Billing Address	Email Address	Phone

8. Any deviations, changes, or updates to this Order shall be executed in writing signed by both parties.

9. Acknowledgement: If the signature below is an Affiliate of the signatory to the Agreement, such Affiliate hereby agrees to abide by all terms and conditions of the Agreement. The parties hereto represent and warrant to each other that the respective party's signatory below has the authority to bind the party hereunder.

IN WITNESS WHEREOF, Opkey and Customer have caused this Order to be executed by their duly-authorized representatives as of the respective dates below.

SMART SOFTWARE TESTING SOLUTIONS, INC. d/b/a Opkey

Signed by:
Julian Andronic
Signature of Authorized Representative

Julian Andronic
Name

VP Sales
Title

11/19/2025
Date

BRAZOS COUNTY

Signature of Authorized Representative

KYLE KACAL
Name

ACTING COUNTY JUDGE
Title

12/9/2025
Date

opkey

EXHIBIT A: STATEMENT OF WORK
OPKEY TEST ACCELERATOR IMPLEMENTATION

In-Scope Activities

Brazos County has purchased the Opkey Oracle Fusion Accelerators for ERP and HCM modules. The following is the implementation plan.
*Brazos County team has requested an implementation for:

- Oracle Fusion ERP, HCM f& EPM or the below mentioned submodules, comprising approximately 700 Test Discovery cases

Module	Sub-Module
HCM	Human Capital Management Base
HCM	Recruiting Cloud Service
HCM	Time and Labor Cloud Service
HCM	Payroll Cloud Service
HCM	Learning Cloud
HCM	Workforce Compensation
EPM	Planning and Budgeting Cloud
EPRCS	Enterprise Performance Reporting Cloud
ERP	Financials Cloud Service
ERP	Purchasing Cloud Service
ERP	Document Recognition Cloud
ERP	Expenses Cloud Service
ERP	Advanced Collections
ERP	Self Service Procurement
ERP	Automated Invoice Processing
OIC	Integration Cloud Service for SaaS
OIC	Infrastructure Outbound Data Transfer

- Key Integrations - Approximately 30 Integration cases that include the below
    - Timeclock Plus: BI report output
    - ServiceNow: OIC orchestrations for new hires and terminations (assignment changes not yet covered)
    - Election Workers: OIC orchestration to remove BC Employee role due to licensing limits
    - HCM → PBCS: BI report output
    - PBCS → HCM: Data load via HDL
- (County team to provide existing functional & Integration test cases before project kick-off)

Major activities include:

opkey

- One-time implementation of test cases covering the modules identified above for 1 BU.
- One test cycle and including business validation of the implemented test cases for 1 BU.

Opkey deliverables for BRAZOS COUNTY:

- Deliverables in the one-time implementation will include:
  - Autonomous Test Data Driven approach
  - Sanity & Regression test suites
  - Requirements traceability matrix: delivered at the completion of Milestone/Delivery
  - Handover / knowledge transfer document: at the end of formal handover session(s)

**The test scenarios will be executed with relevant test data combinations, determined per BRAZOS COUNTY input.*

Pre-requisites

- Deployment of server/hardware matching or exceeding Opkey's On Premise pre-requisites

OPERATIONAL PLAN: OVERVIEW

High level following set of activities:

Phase 1: Kick Off

Duration: 1 Calendar week

Duration: 1 Calendar week

- Licenses to all purchased products are enabled upon receipt of Purchase Order.
- Setup Opkey's Test Accelerator for Brazos County in their dedicated cloud instance
- Opkey hosts 60-minute kick-off meeting to announce the commencement of the project, discuss project timeliness, and make clarifications if and as needed. Meeting will be attended by project teams from both parties.
- Opkey team will work with Brazos County team to fulfil Prerequisites based on the "In-Scope Activities" section above. Any delays in meeting these prerequisites may impact the overall implementation timeline.
- Opkey team needs access to the Oracle instance with SSO and MFA turned off.

Phase 2: One-time setup, retrofitting and customization

Duration: 10-12 Calendar weeks

Opkey team will work with BRAZOS COUNTY team to:

- Setup Opkey's Test Accelerator for BRAZOS COUNTY in their dedicated cloud instance
- Analyse and assess test scenarios and test data using Opkey's test discovery platform to uncover existing configurations
- Develop any custom or Integration use cases
- Deliver test results for the above in an iterative fashion

Note:

- *We have estimated 10-12 Calendar weeks needed based on initial discussions and estimates. Any deviation from this estimate will be communicated, duly discussed with Brazos County and re-planned based on Brazos County approval.*
- *As part of the onboarding process, Opkey will include only the test discovery cases for automation. Any Brazos County-specific test cases or integration-related test cases fall outside the scope of the initial onboarding. These will require a separate effort estimate, revised timelines, and prior mutual agreement before being taken up for implementation.*

Required Prerequisites from Brazos County Team for One-Time Implementation

1. Provide an instance of Oracle Fusion for test automation with required privileges (BI admin username and password, relevant user roles with correct permissions to execute test cases and scripts) to utilize Opkey's Test Discovery engine, and to retrofit and execute test cases



2. Ensure availability of functional business users / functional consultants to:
    - Provide guidance on integration use cases
    - Review testing success report & provide signoff
3. Provide access to any boundary systems/interfaces/applications listed in "In-Scope Activities"

Note : Any delays in meeting these prerequisites may impact the overall implementation timeline.

Deliverables

Opkey will use iterative development methodology for Phase 2 development. Deliverables include:

- Test cases (captured above in "In-Scope Activities") will be delivered to LCC team as Opkey test automation scripts
- Test scripts will be executed across relevant test data combinations as guided by LCC functional team
- Opkey team will submit the internal testing results and requirements traceability matrix as proof of delivery with each sign-off request

The following artifacts will also be provided to Brazos team:

- Requirements traceability matrix: at the completion of each milestone
- Release deployment plan: on each production release and/or Opkey version change
- Automation scripts: delivery will take place per the milestone plan schedule
- Project status dashboard (weekly) will highlight work completed, work planned, and work on hold
- RAID (Risks, Assumptions, Issues and Dependency) Register – published and shared weekly
- Handover / knowledge transfer document: at the end of formal handover session(s)

Hosting Method

- On Premise - BRAZOS COUNTY is responsible for all infrastructure requirements, to be provided by Opkey.

Requirements for BRAZOS COUNTY Team

4. Provide an instance of Oracle Fusion for test automation with required privileges (BI admin username and password, relevant user roles with correct permissions to execute test scenarios and scripts) to utilize Opkey's Test Discovery engine, and to retrofit and execute test scenarios
5. Ensure availability of functional business users / functional consultants to:
    - Provide guidance on integration use cases
    - Review testing success report & provide signoff
6. Provide access to any boundary systems/interfaces/applications listed in "In-Scope Activities"

Scope Exclusions

- Building test scenarios not captured in "In-Scope Activities"
- Any test cases dependent on other systems or applications that do not interface with primary application(s) captured in "In-Scope Activities".

Exit Criteria

Deliverable	Duration	End Date	Sign Off Required By
Test Plan	First Week from Engagement Start		Program Manager-BRAZOS COUNTY team
Test Scripts/Summary Reports	Module Wise incrementally starting 2nd Week onwards	13th to 14th Week of Engagement	Program Manager-BRAZOS COUNTY team

opkey

BRAZOS COUNTY team Training Enablement	1 Week -5 sessions	1st/2nd week OR 15th or 16th Week of Engagement	Program Manager-BRAZOS COUNTY team

Training & Enablement Methodology

- End-user training will be conducted towards the start of the test implementation, ("Phase 2").
- Training methodology is 'Train the Trainer', initially led by Opkey's eLearning staff.
  - Once BRAZOS COUNTY key trainees are enabled, they can further enable other team members on requirement basis
- Standard training content documents and videos will also be shared with BRAZOS COUNTY team
- Access to Opkey's LMS (Opkey University), online Knowledge Base / Support Portal / Brazos County Community will be shared with BRAZOS COUNTY team prior to Kick-off Call

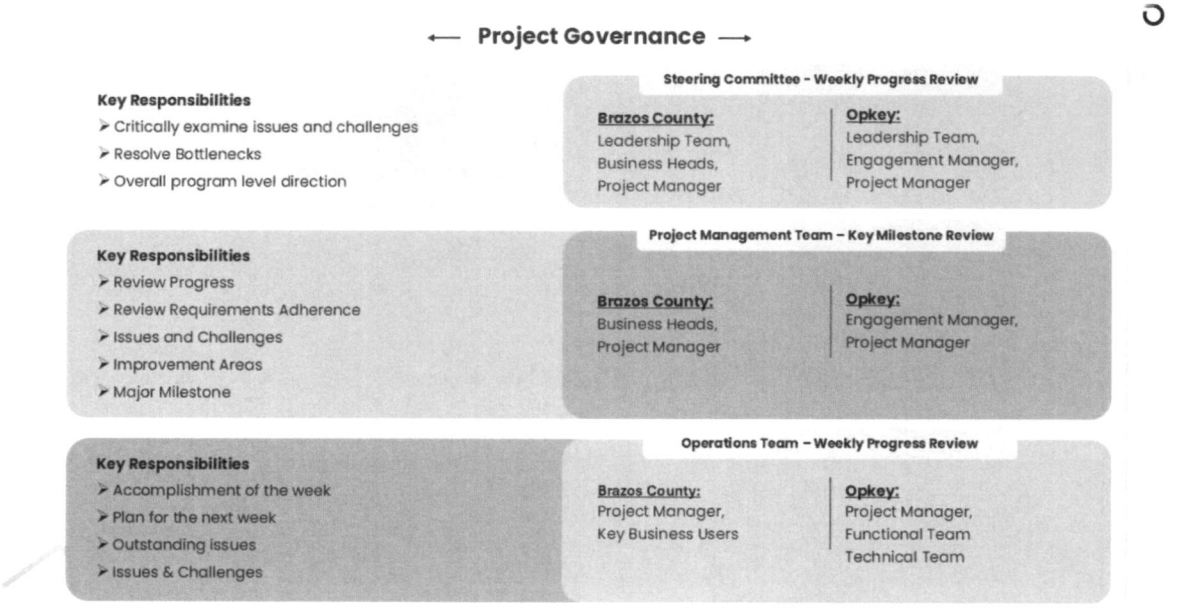
Project Team

The project team from Opkey will be staffed as follows:

- Project Manager
- Lead Test Automation Engineer
- Test Automation Engineers

Project Governance/Roles and responsibilities

Opkey and BRAZOS COUNTY will do a weekly cadence call to ascertain the progress of the project.



Project Escalation Matrix

opkey

Issue/Concern	Issue Escalation- Level 1	Issue Escalation- Level 2	Issue Escalation- Level 3
Project Timelines	Opkey Project Manager	Opkey Delivery Head	Opkey Brazos County Success
Unavailability of Resources	Opkey Project Manager	Opkey Delivery Head	Opkey Brazos County Success
Project Efficiency	Opkey Project Manager	Opkey Delivery Head	Opkey Brazos County Success
Overall Expectations	Opkey Project Manager	Opkey Delivery Head	Opkey Brazos County Success

Assumptions

1. Any change in the timelines, resource extensions, or changes to the broad boundaries as written in the scope of work will be agreed upon mutually and solidified with a change request form. Efforts will be estimated for the additional scope and additional commercials will be worked out accordingly.
2. Any non-Opkey application related challenges / issues to be taken up by BRAZOS COUNTY team and directly with respective application vendor.
3. Any deviation in requirement, scope, assumptions, planned period and deliverable will be treated as change request.

Pricing Proposal
Quotation #: 26736259
Created On: 10/9/2025
Valid Until: 12/12/2025

TX-County of Brazos

Charles Wendt
200 S. Texas Ave.
Ste. 352
Bryan, TX 77803
United States
Phone: 979-361-4292
Fax:
Email: Cwendt@brazoscountytx.gov

Client Solutions Manager

Jonathan Gaudet
3828 Pecana Trail
Austin, TX 78749
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Opkey Automation Platform (Hosted On Premise by Brazos County TX) Opkey - Part#: Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** 12 Months	1	$50,000.00	$50,000.00
2	Oracle Fusion Test Accelerator - Base Package Opkey - Part#: Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** 12 Months	5	$5,000.00	$25,000.00
3	Professional Services for Oracle Fusion - Implementation Opkey - Part#: Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** 12 Months	2	$2,500.00	$5,000.00
4	Training - Online Instructor Led Opkey - Part#: Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Certified training conducted by Opkey trainer through remote training tools like Zoom Classroom. Standard sessionsinclude 5 one-hour courses. Guided workbooks shared with attendees after each session.	1	$0.00	$0.00
5	Training - Opkey University Opkey - Part#: Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** 12 Months - Online catalog of self paced courses on different test automation topics. Skill level: Basic-to-Expert	1	$0.00	$0.00
6	Standard Support Opkey - Part#:	1	$0.00	$0.00

Contract Name: OMNIA Partners IT Solutions, Products & Services
Contract #: 2024056-02
Note: Opkey Technical support available 7x12 8am - 8pm EST. Access to Opkey's Customer Hub, Knowledge Base, and Community portal included.

Total $80,000.00

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

opkey

MASTER SaaS AGREEMENT

This Master SaaS Agreement ("Agreement") is entered into as of the date of last signature below ("Effective Date") between Smart Software Testing Solutions Inc., d/b/a Opkey ("Opkey"), a Delaware corporation with its principal place of business at 11750 Dublin Boulevard, Suite 200, Dublin, CA 94568 USA and Brazos County ("Customer"), with its principal place of business at 200 South Texas Ave., Ste. 352 Bryan, Texas 77803.

For and in consideration of the representations and promises of the parties set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

This Agreement consists of this signature page, the attached Schedule A (General Terms and Conditions), Schedule B (Service Levels), Schedule C (Information Security), Schedule D (Data Processing), and Schedule E (Artificial Intelligence Terms) and any Order Forms or SOW executed during the term of and referencing this Agreement.

This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, electronic, oral, or otherwise. Each party acknowledges and agrees that by executing the terms and conditions specified in this Agreement, (a) it is not relying upon any other statements, representations, warranties, promises, assurances, or the like and (b) no remedies are or will be available to a party with respect to the foregoing. For the avoidance of doubt, in the event of any prior agreement(s) between the parties or its predecessor(s), where such agreement(s) covered the same subject matter as this Agreement, those prior agreements are hereby terminated, and any products licensed thereunder or services yet to be performed shall now be subject to the terms and conditions of this Agreement. By entering into an Order Form with Opkey, Customer agrees that the terms and conditions of this Agreement shall apply to and govern that Order Form. So long as the Order Form is signed by an authorized representative of each party, the terms of the Order Form shall govern over any conflicting terms in any other Schedule of this Agreement. Except as otherwise specified herein, any additional or conflicting terms contained in any other document (including, without limitation, any preprinted, additional, or conflicting terms on any Purchase Order, or acknowledgement from either party) shall be null, void and of no effect on either party. Notwithstanding the foregoing, this Agreement may only be amended by an authorized representative of each party in a duly executed written amendment referencing this Agreement and expressing the intent of each party to amend these terms and conditions.

IN WITNESS WHEREOF, Opkey and Customer have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SMART SOFTWARE TESTING SOLUTIONS INC.
d/b/a Opkey

Signed by:
Julian Andronic
68CE49D8EAE8427...
Signature of Authorized Representative

Julian Andronic
Name

VP Sales
Title

11/19/2025
Date

BRAZOS COUNTY

Signature of Authorized Representative

KYLE KACAL
Name

ACTING COUNTY JUDGE
Title

12/9/25
Date

opkey

SCHEDULE A
GENERAL TERMS AND CONDITIONS

This Schedule A is made a part of the Agreement signed by the parties to which this Schedule A is attached. The following general terms and conditions shall apply to the Agreement:

1. **DEFINITIONS.** All capitalized terms shall have the meaning ascribed to them, including the following:

1.1 "Affiliate" means, with respect to any entity, any other present or future entity controlling, controlled by, or under common control with such entity for so long as such control exists. For the purposes of this definition, control (and its derivatives) means, with respect to any entity, the possession, direct or indirect, of the power to solely direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

1.2 "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as "confidential" or the like, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of the Agreement, the Opkey Products business and marketing plans, technology and technical information, product designs, and business processes. "Confidential Information" shall not include information that (i) is or becomes a matter of public knowledge through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure without restriction on disclosure; (iii) is lawfully disclosed to the Receiving Party by a third party that lawfully and rightfully possesses such information without restriction on disclosure; (iv) the Receiving Party can document resulted from its own research and development, independent .of receipt of the disclosure from the Disclosing Party; (v) is disclosed with the prior written approval of the Disclosing Party; or (vi) constitutes Personal Data hereunder (such Personal Data being defined and addressed elsewhere in this Agreement).

1.3 "Customer Data" means any data or other content provided by Customer and processed by the Opkey Products (e.g., email text and attachments). For the avoidance of doubt, Customer Data does not include Personal Data.

1.4 "Customer Environment" means the computing environment separately procured, prepared, and maintained by Customer for the access and use of the Opkey Product(s), as further specified below in Section 3.1.2.

1.5 "Customer Equipment" means Customer's computer hardware, software and network infrastructure used to access Software.

1.6 "Customer Portal" means Opkey's proprietary secure software interface which will be made available to Customer for purposes of support and information.

1.7 "Data Subject(s)" means any identified or identifiable individual person to whom Personal Data relates.

1.8 "Deliverables" means the documents, products, reports, and materials, required to be provided by Opkey to the Customer, if any, identified as a "Deliverable" in a SOW attached to the Order Form.

1.9 "Documentation" means Opkey's technical description of the Opkey Product(s) describing the specifications and use of the Opkey Products, including any Software provided, as available on the Customer Portal and as updated from time to time.

1.10 "Due Date" has the meaning ascribed in Section 6.4.

1.11 "Extension Term" has the meaning set forth in Section 7.1.

1.12 "Hosted Environment" means Opkey, or its third party's technical environment required to operate and provide access to the relevant Opkey Product(s), as further specified in Section 3.1.2.

1.13 "Initial Term" means the initial Subscription Term for an Opkey Product that is defined on the Order Form.

1.14 "Managed Services" means, to the extent set forth on an Order Form, on-going active management provided by Opkey to Customer on a subscription basis to manage the Opkey Products licensed by Customer, as described in any SOW attached to the Order Form.

1.15 "Opkey Intellectual Property" means all Intellectual Property Rights in the Service, Software, Documentation, Hosted Environment, and all other Confidential Information provided by Opkey hereunder.

1.16 "Opkey Product(s)" means the Service or Software licensed and/or purchased by Customer pursuant to an Order Form.

1.17 "Order Form" means the document including details of a Customer order that is (i) on an order form or schedule provided by Opkey and signed by authorized representatives of Customer and Opkey (including any SOW attached thereto), or (ii) placed on Customer's behalf by an authorized Opkey Reseller and accepted in writing by Opkey.

1.18 "Personal Data" means data that is defines as "personal data", "personal information", "personally identifiable information", or a similar term under applicable Privacy Laws that is Processed by Opkey on behalf of Customer in performance of the Service, Managed Services, Professional Services or in connection with providing the Software under the Agreement.

1.19 "Personnel" means, with respect to Customer, each of Customer's and/or Customer's Affiliate's employees and independent contractors (in each case, not a competitor of Opkey) under obligations (a) of confidentiality and nondisclosure, and (b) to protect Opkey Intellectual Property, and any other individuals with access to components of the Service designated for external use, which Customer authorizes to use the Service purchased; with respect to Opkey, each Opkey employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of Opkey hereunder. For the avoidance of doubt, each party shall be responsible for its Personnel's compliance with this Agreement.

1.20 "Privacy Laws" means the privacy, data protection and data security laws applicable to the Processing of Personal Data under the Agreement, including (to the extent applicable) the CCPA and GDPR.

1.21 "Process(ing)(ed)" means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction.

opkey

1.22 "Professional Services" means, to the extent set forth on an Order Form, the installation, implementation, data migration, configuration, or advisory services provided by Opkey to Customer, which will be specified in an Order Form and SOW.

1.23 "Professional Service Fees" means, if applicable, the fees identified on each Order Form and SOW on a fixed fee or time and material basis for Professional Services to be performed.

1.24 "Purchase Order" means an ordering document for an Opkey Product issued by Customer or Reseller and accepted by Opkey. Each Purchase Order shall reference the Agreement and will be subject to the terms and conditions hereof, and shall be deemed a convenient order and payment device only.

1.25 "Reseller" means a third-party authorized by Opkey to resell Opkey Products directly to Customer.

1.26 "Service" means any Opkey Product licensed on a hosted basis as software-as-a-service.

1.27 "Software" means any Opkey software programs licensed by Opkey to Customer, together with all the Software Updates.

1.28 "Software Update(s)" means each Software update and enhancement that Opkey generally makes available at no additional charge to its customers who are current in payment of applicable Fees, or otherwise provides to Customer under the Agreement.

1.29 "SOW" means, if applicable, any statement of work, engagement letter or other writing signed by Opkey and Customer that describes the Professional Services and/or Managed Services, and/or Deliverables provided by Opkey as set forth in the SOW attached to the Order Form. Each SOW shall reference the Agreement and will be subject to the terms and conditions hereof.

1.30 "Subscription Term" means (i) the Initial Term and any Extension Term during which Customer receives a license to use the applicable Opkey Product(s) pursuant to the terms of Section 7.1 herein unless otherwise specified in the Order Form, and/or (ii) the term during which Customer receives Professional Services pursuant to the terms of the Order form, and/or (iii) the term during which Customer receives Managed Services pursuant to the terms of the Order Form.

1.31 "Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes.

1.32 "User" means Customer's and its Affiliates' employees, agents, subcontractors, consultants, or other individuals authorized hereunder to use the Opkey Product.

2. **LICENSE TERMS.**

2.1 Customer License. Subject to the terms of the Agreement, Opkey grants to Customer a worldwide, royalty-free, non-exclusive, time-limited, non-transferable (except as expressly permitted hereunder), limited license to access and/or use the Opkey Products during the Subscription Term in the quantities of licenses specified in the applicable Order Form and subject to any limitations set forth in the Order Form, solely for Customer's own internal business purposes. Customer may authorize subcontractors and/or Affiliates to access and/or use the Opkey Products solely for Customer's internal business purposes, subject to the number of licenses authorized by the Agreement and the terms and conditions of the Agreement; provided Customer is liable for all acts and omissions of the subcontractors and/or Affiliates. Customer may use the Documentation in connection with the license granted hereunder.

2.2 Warranties, Remedies and Disclaimers.

2.2.1 Power and Authority. Each party warrants that (i) it has the legal power to enter into, and perform its obligations under the Agreement; and (ii) it shall comply with all applicable laws in its performance hereunder.

2.2.2 Opkey Products Warranty. Opkey warrants that during the Subscription Term, the applicable Opkey Products will substantially conform in all material respects to the Documentation. Customer will provide prompt written notice of any non-conformity by submission of a trouble ticket through the Customer Portal. Opkey may modify the Documentation in its sole discretion, provided the functionality of the applicable Opkey Product will not be materially decreased during the Subscription Term. The Software warranty does not apply to: (a) Software that has been modified by any party other than Opkey; or (b) Software that has been improperly installed or used in a manner other than as authorized under the Documentation and this Agreement.

2.2.3 Professional Services and Managed Services Warranty. Opkey warrants it will provide any Managed Services and/or Professional Services in a professional and workmanlike manner consistent with reasonable industry standards and practices.

2.2.4 Warranty Remedy. As Customer's sole and exclusive remedy and Opkey's entire liability for (i) any breach of the warranty set forth in Section 2.2.2, Opkey will (a) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Opkey Product, as applicable, or if Opkey is unable to do so, (b) terminate the license to use such component of the Opkey Product and return a pro rata refund of any remaining prepaid Fees paid to Opkey for such allegedly defective applicable Opkey Product for the period commencing from Customer's notice of nonconformity through the remainder of the Initial Term or Extension Term, as applicable and (ii) any breach of the warranty set forth in Section 2.2.3, Opkey will use reasonable efforts to re-perform the Managed Services and/or Professional Services, as applicable, or, if Opkey is unable to do so, terminate the applicable SOW and return a pro-rata refund of that portion of any Fees paid to Opkey that correspond to the allegedly defective Managed Services and/or Professional Services.

2.2.5 Disclaimer. THE WARRANTIES IN SECTIONS 2.2.2 AND 2.2.3 AND EXCLUSIVE REMEDY SET FORTH IN SECTION 2.2.4 ARE MADE FOR THE BENEFIT OF CUSTOMER ONLY, AND ARE EXPRESSLY SUBJECT TO CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, OPKEY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES OF REGULATORY COMPLIANCE, PERFORMANCE, ACCURACY, AND RELIABILITY, TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, OPKEY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED OR THAT OPERATION OF THE OPKEY PRODUCTS SHALL BE UNINTERRUPTED OR ERROR-FREE.

2.2.6 Service Level Agreement. Opkey provides a Service Level Agreement for the availability of the Service ("SLA") as set forth on Schedule B. In the event of a breach of an SLA, as Customer's sole and exclusive remedy, Opkey shall provide the remedy set forth in the SLA.

opkey

2.2.7 Bug Fixes and Feature Requests. Opkey will use its commercially reasonable efforts to maintain the following response and resolution times in response to a Customer report of an issue with the Service properly made through the Customer Portal, provided that classification of such issue among Defect Priority levels shall be reasonably determined by Opkey in its sole discretion in accordance with the definitions specified below:

Defect Priority	Definition	Example	Time for Resolution
P0 Defect (Showstopper)	Complete System Down	System down could be categorized in 2 points: • Issue from Opkey side – Issue comes up while hosting new Opkey version on Production • Issue from AWS Side (where Opkey is hosted) – AWS services interrupted due to technical challenges at their end.	• Issue from Opkey side – Within 2 hours (downtime mail will be sent) • Issue from AWS side – Since the issue is outside the boundaries of Opkey systems, it will depend upon the time taken by the AWS team to resolve the issue. Although, Opkey team will continuously work with AWS team at the same time and provide regular updates to the customers until the issue gets resolved.
P1 Defect (Specific Feature Not Working)	High-impact problem where production is running, but in a significantly impaired fashion. This includes any specific feature not working	There could be following examples: • Test Case Authoring through recorder utility not working • Importing/Exporting of test artefacts feature not working • Execution of test cases not working	Within 1 Business Day
P2 Defect (Cosmetic)	Issue that does not have any impact on current productivity but could come under the category of "Good to have" list	Examples for P2 Defect would be: • Inside Suites, name of the complete test case should show up on hovering the mouse on it • Color of Status under the artefacts should change with different selections	Within 2 Business Days
P3 Defect (Monitor)	Issue requiring no further action beyond monitoring for follow-up, if needed	• An exception logged by the customer but on further debugging by support team, issue didn't get reproduce • Issue fixed but waiting for customer's response to validate the fix before closing the support ticket	Within 7 Business Days
New Feature Request (FR)	Request for a new feature in the platform (a "New Feature")	New feature request examples can include: • Integration with a new test management or CI tool • Enhancements suggested by the customer on the existing feature	The time to provide fix would depend on the nature of the feature request. The same may be provided by Support team after analyzing the FR with Product Team. Opkey is not obligated to provide any FR, but will use good faith efforts to address.

Note: Time for resolution of any issue reported on phone/web support directly will only be considered once an official ticket has been logged through the Customer Portal.

3. **RESPONSIBILITIES.**

3.1 Opkey Responsibilities.

3.1.1 Procedures and Technical Protocols. Opkey will specify procedures according to which Customer may establish and obtain access and use the features and functions of the Service, which procedures will be made available on the Customer Portal.

3.1.2 Service. Opkey, at its own cost and expense, will be responsible for the procurement, preparation, hosting, operation and maintenance of the Hosted Environment, including all facilities, hardware, software, telecommunication services, and all other technical requirements necessary to provide access to and use of the Service; provided Customer will be responsible for procuring and/or operating the Customer Environment, including computer systems, software and telecommunications services meeting such minimum technical requirements and, unless otherwise specified on an Order Form, for the installation and configuration of the on-premise components in that Customer Environment, each as Opkey may specify in the Documentation.

3.1.3 Managed Services; Professional Services. Opkey shall provide such Professional Services and/or Managed Services, if any, as set forth in the Order Form or SOW, provided Customer is up to date with its payment of the applicable Fees. All Professional Services and Managed Services will be specified in a SOW attached to the Order Form.

opkey

3.2 Customer Responsibilities.

3.2.1 Customer Data. Customer agrees that Customer is solely responsible for: (i) obtaining any Customer Data, Personal Data and other information Customer or any person acting on its behalf (including, for the avoidance of doubt, any User) provides or makes available while using the Service, Managed Services or Professional Services, (ii) obtaining all rights and consents and providing all notices necessary, including from and/or to Data Subjects to collect, retain, use and/or disclose the Customer Data and Personal Data in connection with the use and delivery of any Opkey Product, Managed Services or Professional Services (including Processing by or on behalf of Opkey), (iii) ensuring the use of Personal Data in connection with the use and delivery of any Opkey Product, Managed Services or Professional Services does not violate the rights of Data Subjects and complies with the Privacy Laws, and (iv) the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and Personal Data. By providing or making available any Customer Data, Personal Data or other information, Customer represents and warrants that such information does not (x) violate any intellectual property rights, publicity rights, confidentiality, or trade secret rights, or any other legal or equitable rights; (y) violate any law, rule, order, judgment or regulation to which Customer or the Customer Data or Personal Data may be subject; and (z) violate in any way Customer's obligations under this Agreement. Customer acknowledges and agrees that Opkey is not responsible or liable for and Customer will not use any Opkey Product or permit it to be used for, any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, or hateful purpose, or otherwise used to submit objectionable information, or content, or information or content that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party. Opkey may remove any content posted on the Service or transmitted through the Service that violates this Section 3.2.1, without notice to Customer.

3.2.2 Passwords. All access codes and passwords are personal to the individual to which it is issued. Customer and its Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued to Customer or its Users and ensuring that each access code and password is only used by the individual authorized. To the extent Opkey assigned Customer with administrative rights to create access codes and passwords for its Personnel, Customer shall be responsible for issuing such passwords.

3.2.3 Use of Opkey Products and Services. Customer shall be solely responsible and liable for the actions of its Personnel and Users while using the Opkey Products, Managed Services and Professional Services and the contents of its transmissions through or submitted to the Opkey Products, Managed Services and Professional Services (including, without limitation, Customer Data and Personal Data), and any resulting charges. Customer agrees to and shall (and shall cause its Personnel and Users to): (i) abide by all local, state, national, and international laws and regulations applicable to Customer's use of the Opkey Products, Managed Services and Professional Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or Personal Data, (ii) not allow any of its Personnel or Users to access or use the Service, Managed Services and Professional Services in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; (iii) not knowingly upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, Opkey Products or another's computer; (iv) not knowingly interfere with another customer's use and enjoyment of the Opkey Products or another entity's use and enjoyment of similar services; (v) not knowingly engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the Opkey Products; (vi) not interfere or disrupt networks connected to the Hosted Environment or Service.

3.3 Restrictions. Customer specifically agrees to limit the use of the Opkey Products to those parameters set forth in the applicable Order Form. Without limiting the foregoing, Customer specifically agrees not to (and not to permit any other person or entity (including any User) to): (i) resell, sublicense, lease, time-share or otherwise make a Opkey Product (including the Documentation) available to any third party (except Affiliates and subcontractors); (ii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, a Opkey Product or the data contained therein (including but not limited to hacking or penetration testing Opkey's systems); (iii) modify, copy or create derivative works based on a Opkey Product or its features or user interface; (iv) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from a Opkey Product, in whole or in part; and/or (v) use an Opkey Product to develop a competitive product or service. Customer further agrees not to provide or make available to Opkey any Customer Data or Personal Data that contains or constitutes any (a) Social Security numbers or other government-issued identification numbers; (b) protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or other information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; (c) health insurance information; (d) biometric information; (e) passwords to any online accounts not relevant for use of the Opkey Products; (f) credentials to any financial accounts; (g) Personal Data of children under 16 years of age; or (h) data relating to criminal convictions and offenses.

4. **CONFIDENTIALITY.**

4.1 Usage. Receiving Party shall not (i) disclose any Confidential Information of the Disclosing Party to any third party, except as expressly permitted herein, or (ii) use any Confidential Information of Disclosing Party for any purpose other than to perform its obligations or exercise its rights under this Agreement, except with Disclosing Party's prior written consent. The Receiving Party shall not make Confidential Information available to any person or entity except to its employees or consultants that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information for Receiving Party to perform its obligations or exercise its rights hereunder. The Receiving Party agrees to hold the Disclosing Party's Confidential Information in confidence and will protect such Confidential Information using the same standard of care that it uses to protect its own Confidential Information of a like nature, but in no case shall the Receiving Party employ less than a reasonable degree of care. The Agreement will not be construed to prohibit Receiving Party's disclosure of Confidential Information to the extent that such disclosure is required to by law or valid order of a court or other governmental authority; provided, however, to the extent permitted by law, the Receiving Party shall give prompt written notice to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and, if disclosed, the scope of such disclosure is limited to the extent possible. The requirements of this Section 4 shall apply during the Subscription Term and for a period of three (3) years after its termination (except with respect to trade secrets, which shall be kept confidential in connection with this Section 6 until they are no longer trade secrets under applicable law).

opkey

4.2. Return or Destruction of Confidential Information. The Receiving Party will return all copies of the Disclosing Party's Confidential Information upon the earlier of (i) the Disclosing Party's request, or (ii) the termination or expiration of the Agreement. Instead of returning such Confidential Information, the Receiving Party may destroy all copies of such Confidential Information in its possession; provided, however, the Receiving Party may retain a copy of any Confidential Information disclosed to it solely for archival purposes, provided that the terms of this Section 4 shall apply with respect to such retained copy for so long as the Confidential Information remains in the possession of the Receiving Party and only used in order to confirm compliance with confidentiality obligations set forth in this Agreement.

4.3 Equitable Relief. The parties acknowledge and agree that irreparable injury may result if the obligations set forth in this Section 4 are breached, and that, in the event of any actual or potential breach of this Section 4, the non-breaching party may have no adequate remedy at law and shall be entitled to seek injunctive and/or other equitable relief as may be deemed proper by a court of competent jurisdiction; provided, however, that nothing herein shall be construed as prohibiting any party from pursuing any other legal or equitable remedies available to it, including the recovery of damages.

5. DATA SECURITY; PRIVACY.

5.1 Limited Use of Personal Data. Opkey is authorized to access and Process Personal Data solely in accordance with the terms of the Agreement. Opkey shall take reasonable steps designed to ensure access to Personal Data strictly limited to Opkey's employees, agents, or subcontractors who need to access the relevant Personal Data for the performance of Opkey's obligations under the Agreement.

5.2 Data Safeguards. Pursuant to Schedule C, Opkey shall, either directly or through one or more of its third-party service providers, implement and maintain reasonable administrative, physical, and technical safeguards designed to protect against unauthorized access to the Customer Data and Personal Data white it is retained within the Hosted Environment.

5.3 Data Privacy. In addition to all other obligations in this Agreement with respect to Customer Data and Personal Data, each party agrees to comply with its obligations under Privacy Laws, and in the context of any Processing of Personal Data through the provision of the Service, Professional Services or Managed Services, the parties shall comply with Schedule D. Customer understands and acknowledges that in connection with the Processing of Personal Data pursuant to this Agreement, Opkey may share Personal Data with its Affiliates, and its Personnel, and Opkey and/or its Affiliates may Process such Personal Data in any jurisdiction in which Opkey or its Affiliates or subcontractors maintain facilities.

6. FINANCIAL TERMS.

6.1 Fees. The fees for the Opkey Products, Professional Services and Managed Services, will be set forth in the Order Form (collectively, the "Fees"). The Fees stated in each Order Form shall be effective during the Initial Term specified in the Order Form; the Fees for each Extension Term shall be defined in the applicable Order Form or, in the absence of any such terms regarding Fees for Extension Terms, by mutual agreement of the parties. All Fees are in US Dollars.

6.2 Taxes. All Fees set forth in the Order Form do not include Taxes. Customer will be responsible for payment of all Taxes that are levied upon and related to the performance of obligations or exercise of rights under the Agreement. Opkey may be required to collect and remit Taxes from Customer, unless Customer provides Opkey with a valid tax exemption certificate. The amounts received by Opkey, after the provision for any Tax or withholding required by any country, will be equal to the amounts specified on the Order Form. In no event will either party be responsible for any taxes levied against the other party's net income.

6.3 Payment. Time is of the essence in all payment terms. Unless otherwise agreed between Customer and Reseller, all Fees due under an Order Form shall be due and payable and paid by Customer within thirty (30) days of Customer's receipt of the applicable invoice ("Due Date") without reduction, deduction or off-set by Customer for any reason whatsoever. Except as otherwise expressly permitted herein, all Fees owed are non-cancellable and non-refundable for the duration of the Subscription Term. Any payment not received from Customer by the Due Date shall accrue (except for amounts then under reasonable and good faith dispute pursuant to Section 6.4) interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from Due Date until the date paid. Opkey may decline to make any shipments of or to provide access to Opkey Products and/or provide Managed Services and/or Professional Services if, in Opkey's reasonable opinion, circumstances exist which raise doubt as to Customer's ability or willingness to pay as provided herein. Upon default by Customer, Opkey will have all remedies available at law or in equity. No refunds will be made except as expressly provided for pursuant to warranties under Section 2.2 herein for the applicable Opkey Product, Managed Services and/or Professional Services and as provided under the intellectual property indemnity under Section 8.1 herein. This Section is without prejudice to any other rights and remedies available to Opkey under this Agreement or at law.

6.4 Disputed Invoices. Customer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith in accordance with the terms of this Section 6.4 until the parties reach agreement with respect to such disputed amounts. Such withholding of disputed amounts shall not be deemed a breach of the Agreement, nor shall any interest be paid thereon, provided that Customer promptly (and in no event more than ten (10) business days from receipt of invoice) provides written notice to Opkey of any such dispute prior to withholding such payment, specifying in reasonable detail the nature of the dispute and the amount withheld, and pays all undisputed amounts set forth on such invoice in accordance with this Section. The parties will negotiate in good faith to attempt to resolve such disputes within thirty (30) days of submission of notice to Opkey of such dispute by Customer.

6.5 Overage. Overage consists of any additional licenses requested by the Customer in addition to the number of licenses subscribed to by Customer under the Order Form applicable to the Service and any actual usage of the Service which exceeds the number of licenses subscribed to by Customer. If any overage is identified, the overage will result in additional Fees owed by the Customer for each license in excess of the number of licenses subscribed to by the Customer. Opkey will submit an invoice to Customer for each overage with payment due within thirty (30) days of receipt of invoice.

7. SUBSCRIPTION TERM; SUSPENSION; TERMINATION; EXPIRATION.

7.1 Subscription Term and Renewal. Unless otherwise set forth in an Order Form, the Initial Term applicable to each Order Form (including follow-on orders) commences on the later of: (i) the date Opkey processes the applicable Order Form for an Opkey Product evaluated by the Customer, or (ii) for all other Opkey Product orders, the date Opkey sends to Customer an email indicating that the Opkey Products are available for use (to the extent each of the

opkey

foregoing applies to Customer's engagement). Upon expiration of the Initial Term, the Subscription Term shall automatically renew for continuous, successive periods equal in length to the Initial Term (unless a different length is specified on the Order Form or otherwise agreed to by the parties in writing) (each such renewal period an "Extension Term"), at Opkey's then current list price, unless either party gives the other notice of non-renewal at least ninety (90) days prior to the end of the then-current Initial Term or Extension Term.

7.2 Suspension of Access. In the event Customer (i) fails to pay Opkey any undisputed amounts within seven (7) business days past the Due Date, or (ii) is otherwise in breach of Section 3.2, Opkey shall have the right to (a) immediately suspend access without notice of the Opkey Products and any or all related Service provided to Customer hereunder, or (b) cease performance of Managed Services and Professional Services provided to Customer hereunder.

7.3 Termination for Breach. Either party may terminate the Agreement or any Order Form (i) immediately upon written notice if the other party commits a non-remediable material breach; or (ii) if the other party fails to cure any remediable material breach within thirty (30) days of being of notified in writing of such breach, unless such breach is for non-payment and then within five (5) days of such notice. If Opkey is the breaching party, any refunds hereunder shall be a pro-rata refund of any remaining prepaid Fees applicable to those Opkey Product(s).

7.4 Termination When No Order Form. Either party may terminate this Agreement immediately by written notice if no Order Form has been in effect for the immediately prior thirty (30) day period.

7.5 Effect of Termination and Survival. Upon termination or expiration of the Agreement, all Software licenses, Service access, Managed Services and/or Professional Services granted or contracted for under this Agreement shall automatically terminate with immediate effect. In the event of the termination or expiration of the Agreement, the provisions of the Agreement which by their nature extend beyond the expiration or termination of the Agreement shall survive, and any accrued rights to payment shall remain in effect beyond such termination or expiration until fulfilled.

8. INDEMNIFICATION.

8.1 Opkey Indemnity. Opkey, at its sole expense, shall defend, indemnify, and hold harmless Customer from any action brought by a third party based upon a claim that any Opkey Product used as permitted in this Agreement infringes any valid third-party patent, copyright, trade secret, or other proprietary right of such third party, and shall reimburse Customer for all damages, costs, and expenses (including reasonable attorneys' fees) finally awarded against Customer pursuant to any such actions ("Claim"). If any Opkey Product becomes, or in Opkey's opinion is likely to become, subject of such a Claim of infringement, Opkey shall be entitled, at Opkey's sole option, to either procure the right for Customer to continue to use the Opkey Product or replace or modify it so that it becomes non-infringing. If neither of the foregoing is commercially and reasonably available to Opkey, Opkey may terminate Customer's access to the Opkey Product and return to Customer a pro rata refund of any remaining prepaid Fees applicable to that Opkey Product. Opkey shall have no obligation or liability hereunder for any claim resulting from: (i) modification of the Opkey Product (a) by any party other than Opkey, or (b) by Opkey in accordance with Customer's designs, specifications, or instructions; (ii) use of the Opkey Product other than as granted in this Agreement; or (iii) use of the Opkey Product in conjunction with other products or services not provided by Opkey or necessary for the operation of the Opkey Product, where such infringement would not have occurred but for such use; or (iv) use of a version of the Opkey Product other than the then-current version, unless expressly authorized by Opkey.

8.2 Process. Opkey's obligations under this Section 8 are conditioned upon the following: (i) Customer first providing written notice of the Claim to Opkey within thirty (30) days after Customer becomes aware of or reasonably should have been aware of the Claim (provided, however, the failure to provide such notice will only relieve Opkey of its indemnity obligations hereunder to the extent Opkey is prejudiced thereby); (ii) Customer tendering sole and exclusive control of the Claim to Opkey at the time Customer provides written notice of such Claim to Opkey; and (iii) Customer providing reasonable assistance, cooperation and required information with respect to defense and/or settlement of the Claim, including Customer providing Opkey with access to documents and personnel at Opkey's request and expense. Customer may at its sole expense participate in the Claim, except that Opkey will retain sole control of the defense and/or settlement. Opkey shall not agree to any settlement of a Claim that includes an injunction against Customer or admits Customer liability without Customer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

8.3 Customer Indemnity. Customer, at its sole expense, shall defend, indemnify, and hold harmless Opkey and its officers, directors, employees, shareholders and representatives from and against any and all liabilities, losses, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees, of any nature whatsoever arising out of or in connection with any allegation, claim, demand or action brought by a third party against an Opkey Indemnified Party arising from (i) breach of Section 3.2 by Customer, its Affiliates, Personnel, or Users; (ii) violation of applicable law by Customer, its Affiliates, Personnel, or Users; (iii) Customer Data or Personal Data provided by Customer violating, infringing or misappropriating the intellectual property or other rights of a third party; or (iv) Customer's use of any Opkey Product other than as granted in this Agreement. Without limiting the foregoing, Customer shall reimburse Opkey for all damages, costs, and expenses (including reasonable attorneys' fees) finally awarded against Opkey pursuant to any such actions.

9. INTELLECTUAL PROPERTY RIGHTS, LICENSES AND AUTHORIZATIONS.

9.1 Ownership. Except with respect to the limited rights expressly granted to Opkey herein, Customer retains all right, title, and interest, including all intellectual property rights in and to all Customer's Confidential Information, Customer Data, all Personal Data that Customer makes available for Processing by the Opkey Products and any materials provided by Customer and used in the development of Deliverables. Except for the limited rights expressly granted to Customer herein, Opkey retains all right, title, and interest including all intellectual property rights throughout the world in and to the Opkey Products, Documentation, any Professional Services and Managed Services, any Deliverables, any new features, and any modifications to, and derivative works of, the foregoing. Opkey hereby grants to Customer a limited, non-exclusive, non-transferable, fully paid-up license during the Subscription Term to use any Deliverable in connection with the Opkey Product licensed under the Agreement and solely for Customer's internal business purposes. Professional Services and/or Managed Services (and any resulting Deliverables from either offering) are not provided on a "work made for hire" basis.

9.2 No Implied Rights. There are no implied rights and all rights not expressly granted herein are reserved. No license, right or interest in any Opkey trademark, patent, trade name or service mark is granted hereunder and other than the limited licenses granted herein, no license, right, or interest is granted in any

opkey

copyrighted work or copyright owned by Opkey. Customer shall not remove from any full or partial copies made by Customer of the Software, Software Updates and Documentation any copyright or other proprietary notice contained in or on the original, as delivered to Customer.

9.3 Opkey Authorization and License. During the Subscription Term, Customer hereby (i) grants to Opkey and its service providers a worldwide, limited license to collect and process certain Customer's Confidential Information and Customer Data to provide the applicable Opkey Products, Professional Services and/or Managed Services, and (ii) authorizes Opkey to collect and process certain Personal Data in accordance with this Agreement.

10. **LIMITATION OF LIABILITY.**

10.1 TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (ii) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, (iii) DAMAGES RESULTING FROM EITHER PARTY'S BREACH OF THE CONFIDENTIALITY SECTION HEREIN, (iv) CUSTOMER'S BREACH OF SECTION 3.2; or (v) CUSTOMER'S OBLIGATIONS TO PAY FEES HEREUNDER: (A) EACH PARTY'S AGGREGATE LIABILITY UNDER THE AGREEMENT SHALL IN NO EVENT EXCEED THE ANNUALIZED FEES PAID OR TO BE PAID FOR THE APPLICABLE OPKEY PRODUCT AND (B) IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COVER DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

11. **MISCELLANEOUS.**

11.1 Consent. Wherever in this Agreement consensus, approval, acceptance, or other consent is required, such consent shall not be unreasonably withheld, conditioned, or delayed; however, it shall not be considered unreasonable for Opkey to withhold its consent if such consent could jeopardize the confidentiality of or Opkey's property interests in and to Opkey Intellectual Property or other business interests of Opkey.

11.2 Publicity. Neither party may issue press releases or otherwise publicize the parties' relationship without the other party's prior written consent.

11.3 Independent Contractors; Relationship with Third Parties. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third-party beneficiaries to this Agreement.

11.4 Notices. All notices or other communications required hereunder shall be made in writing and shall be deemed to be effectively given: (a) if made available to Customer's Personnel by Opkey posting such notice to the Service, and if emailed, the first business day after sending the notice (provided email shall not be sufficient for notices of termination, alleged breach or an indemnifiable claim); or (b) if hand delivered, when received, and if mailed for overnight delivery, when delivery by the overnight carrier is made, in each instance at the applicable address set forth on the signature page. Such addresses may be updated by a party from time to time by providing notice to the other party in accordance with the terms of this Section.

11.5 Waiver. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect.

11.6 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's possession or reasonable control, and denial of service attacks.

11.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including then-current Order Forms) upon written notice, without consent of the other party, to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all assets or equity not involving a direct competitor of the other party, and Opkey may assign this Agreement in its entirety (including any then-current Order Forms) without consent of Customer to any Opkey Affiliate. Any purported assignment in violation of this provision shall be void and of no effect.

11.8 Export Restrictions. Each party agrees to comply with (a) all applicable regulations of the United States Department of Commerce and (b) the United States Export Administration Act, as amended from time to time, and with all applicable laws and regulations of other jurisdictions with respect to the importation and use of the Opkey Products and Opkey's Confidential Information and any media.

11.9 Governing Law.

11.9.1 Within American Continent. If Customer is in any country on the American continent, this Agreement will be governed by the laws of the State of Texas and the United States of America, without regard to conflict of law principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Texas, for resolution of any disputes arising out of this Agreement.

11.9.2 Outside American Continent. If Customer is in any country outside the American continent, this Agreement will be governed by the laws of the England and Wales, without regard to conflict of law principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the High Court of Justice located in London, England, for resolution of any disputes arising out of this Agreement.

11.9.3 United Nations Convention on Contracts for the International Sale of Goods. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.



11.10 Headings; Language. All headings used herein are for convenience of reference only and will not in any way affect the interpretation hereof. The English language version of this Agreement controls. It is the express wish of both parties that this Agreement, and any associated documentation, be written and signed in English. Nothing in this Agreement shall make either party the agent of the other for any purposes whatsoever. No exclusive rights are granted by Opkey under this Agreement. All rights or licenses not expressly granted to Customer herein are reserved to Opkey, including the right to license the use of the Service and any Software to other parties. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with any conditions attaching to any of the foregoing) made in respect thereof.

11.11 Counterparts; Electronic Signatures. This Agreement and any Order Form hereunder may be executed in counterparts. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to bind the parties and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a party with the intent to sign such Agreement, including facsimile or email electronic signatures.

Docusign Envelope ID: 5377FA8C-9FCB-48CF-A237-1A0A39314252

SCHEDULE B

SERVICE LEVELS AND SUPPORT

This Schedule B is made a part of the Agreement signed by the parties to which this Schedule B is attached:

1. **DEFINITIONS**. Capitalized terms used herein that are not otherwise defined shall have the meanings assigned to them in Schedule A. In addition, the following terms shall have the meanings set forth below:

1.1 "Scheduled Downtime" means any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment, and any other downtime incurred as a result of a Customer request.

1.2 "Service Levels" means the service level commitments from Opkey with respect to the maintenance and support of the Service.

1.3 "Unscheduled Downtime" means any time outside of the Scheduled Downtime when the Service is not available to perform operations. Unscheduled Downtime is measured in minutes.

1.4 "Total Time" means the total number of minutes in the applicable month.

1.5 "Uptime Percentage" means Total Time minus Unscheduled Downtime, divided by Total Time.

2. **SERVICE AVAILABILITY.**

2.1 Uptime. Opkey will use commercially reasonable efforts to ensure that the Hosted Environment will be available 24 hours per day, 7 days per week, excluding any Scheduled Downtime. In addition to any other notification requirements, Opkey will provide Customer with a minimum of three (3) days advance notice of Scheduled Downtime, which may be in the form of a notice on the application log-in screen to notify Customer administrator of such Scheduled Downtime. The duration of any downtime is measured, in minutes, as the amount of elapsed time from when the Hosted Environment is not accessible or does not permit Customer to log on, to when the Service permits Customer to log on and access the Hosted Environment.

2.2 Service Level Credits. If Opkey does not meet the Uptime Percentage levels specified below, Customer will be entitled, upon written request, to a service level credit ("Service Level Credit") to be calculated, with respect to the applicable Hosted Environment, as follows:

a. If Uptime Percentage is at least 99.95% of the month's minutes, no Service Level Credits are provided; or
b. If Uptime Percentage is 99.75% to 99.94% (inclusive) of the month's minutes, Customer will be eligible for a credit of 5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Opkey; or
c. If Uptime Percentage is 99.50% to 99.74% (inclusive) of the month's minutes, Customer will be eligible for a credit of 7.5% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Opkey; or
d. If Uptime Percentage is less than 99.50% of the month's minutes, Customer will be eligible for a credit of 10.0% of a monthly average fee derived from one-twelfth (1/12th) of the then-current annual fee paid to Opkey.

Customer shall only be eligible to request Service Level Credits if it notifies Opkey in writing within thirty (30) days from the end of the month for which Service Level Credits are due. All claims will be verified against Opkey's system records. In the event after such notification Opkey determines that Service Level Credits are not due, or that different Service Level Credits are due, Opkey shall notify Customer in writing on that finding. With respect to any Service Level credits due under Order Forms placed directly by Customer with Opkey, Service Level Credits will be applied to the next invoice following Customer's request and Opkey's confirmation of available credits. If Service Level Credits are due under Order Forms for which there are no available remaining Subscription Term or Extension Term against which to apply the credit, Opkey will issue a refund to Customer in an amount equal to the applicable Service Level Credits within thirty (30) days of the end of the Subscription Term. With respect to any Service Level Credits due for Service under Order Forms placed on Opkey by an authorized Reseller on Customer's behalf, Service Level Credits will be issued to Customer by such Reseller following Customer's request and Opkey's confirmation of available credits and such Services Level Credits may only be used by Customer with respect to subsequent purchases of Opkey offerings through that Reseller. Service Level Credits shall be Customer's sole and exclusive remedy in the event of any failure to meet the Service Levels. Opkey will only provide records of system availability in response to good faith Customer claims.

2.3 Exceptions. Customer's right to receive Service Level Credits, and the inclusion of any minutes in the calculation of Unscheduled Downtime are conditioned on: (i) prompt payment by Customer of all Fees, (ii) Customer performing all Customer obligations (including, without limitation, establishing and maintaining the Customer Environment), (iii) Customer's compliance with Section 3.2 of Schedule A, (iv) Customer using the most current version of the Service, and (v) the Unscheduled Downtime not being caused by the failure of any non-Opkey third party vendors, the Internet in general, any emergency or force majeure event, or issues caused by the Customer Environment or Customer specific configurations not expressly permitted in the Documentation. Service Level Credits are only applicable when the Customer is utilizing a Hosted Environment. If the Customer is utilizing its own on-premises equipment, Customer acknowledges that Opkey has no control over or responsibility for maintaining access, and in such event, the terms of this Schedule B shall not apply.

3. **SUPPORT.**

3.1 Support Hours: During any Subscription Term, Opkey shall provide web-based support services through the Customer Portal, 15 hours a day, Monday through Friday. Opkey shall further provide Customer telephone and email support Monday through

Friday from 8am through 8pm EST. Customer will utilize the Opkey trouble ticketing program made available on the Customer Portal to file and log any requests for support or filing of warranty claims.

3.3 On-Premise Components. With respect to on-premise components (as opposed to Hosted Services), if any, except as may be specified in an Order Form, Customer shall be solely responsible for the installation and configuration of any on-premise components in the Customer Environment. Opkey shall provide technical support for such on-premises components through standard telephone, email and/or web support services during the support hours set forth above. If Customer requests additional on-premise Support from Opkey, additional costs shall apply and will be determined when the scope of on-premise Support is determined. Opkey shall provide Customer an invoice for on-premise Support with payment due within thirty (30) days of receipt of invoice.

Docusign Envelope ID: 5377FA8C-9FCB-48CF-A237-1A0A39314252

SCHEDULE C

INFORMATION SECURITY

This Schedule C is made a part of the Agreement signed by the parties to which this Schedule C is attached.

1. **DEFINITIONS.** In addition to the capitalized terms in Schedule A, all capitalized terms shall have the meaning ascribed to them herein this Schedule, and for the purposes of this Schedule, shall govern and control in the event of any conflict, including the following:

1.1 Encryption Standards. Encryption algorithms that are publicly or commercially available, with key lengths designed to block attempts to decrypt through brute force the encrypted information.

1.2 Hosted Services. Any Service or hosting services subscribed to by Customer from Opkey.

1.3 Industry Standard(s). Are the generally accepted standards applicable to the performance obligations of a party with respect to a product or service in Opkey's industry. Industry Standards can include in part or in whole frameworks published by the National Institutes for Standards and Technology (NIST), International Organization for Standardization, ISACA, Payment Card Industry Security Standards Council and other internationally recognized standards organizations.

1,4 Opkey Personnel. Each Opkey employee or subcontractor is under obligations of confidentiality and nondisclosure performing on behalf of Opkey hereunder.

2. **GENERAL SECURITY TERMS.** Opkey is committed to helping protect the security of Customer Data, and has implemented, and will maintain and follow reasonable technical and organizational measures that conform to Industry Standards intended to protect Customer Data against accidental, unauthorized, or unlawful access, disclosure, alteration, loss, or destruction. Opkey may modify any of its policies, processes, or procedures at any time and without obligation to notify or update this Schedule, provided such modifications do not materially lessen the protections afforded Customer Data herein. Except as otherwise specified in Section 3, the following terms and conditions in this Section 2 apply to all performance obligations under the Agreement.

2.1 Access Controls. Opkey implements Industry Standard access control methodologies, which rely on policy, process, and logical controls to help prevent unauthorized access to systems and data under Opkey's control. These access controls include no less than the following:

a. Opkey uses the "Principle of Least Privilege" model for restricting access to systems and data, and regularly reviews access rights granted to Opkey Personnel.

b. Opkey Personnel each have a unique user ID and personal secret password for accessing internal networks, equipment, and data. Opkey shall maintain policies concerning the maintenance of password secrecy. Opkey Personnel access rights are suspended promptly after employment termination and modified promptly as needed when Opkey Personnel roles and/or responsibilities are changed.

c. Opkey maintains a password policy which, at a minimum, complies with Industry Standards.

d. Multi-factor authentication processes must be utilized for any access to systems containing Customer Data. All passwords are stored and transmitted using Encryption Standards.

e. User sessions expire and require the re-entry of a password consistent with Industry Standards.

f. For any facilities hosting Customer Data, such facilities shall have implemented electronic access controls to enter such facilities, and further access controls for entering specific areas where such Customer Data is physically resident. With respect to visitors to Opkey sites, Opkey shall maintain processes to validate the identity of such individuals prior to issuing identification and access badges, and shall maintain processes for issuing visitor badges, logging such issuance, and escort requirements for such visitors. Such logs shall be maintained by Opkey for no less than six (6) months from issuance.

2.2 Data Controls. In its performance obligations, Opkey does not require access to Customer systems or data, and Customer shall take all reasonable steps to prevent Opkey from accessing Customer systems and data. Where Customer provides Customer Data to Opkey for Opkey Products, Professional Services, Managed Services or Support purposes, Customer shall take all reasonable steps to redact or remove Personal Data prior to providing that Customer Data to Opkey. Where possible, such services shall be delivered via screen share or telephone with no data transferred to Opkey. If it is necessary to transfer Customer Data to Opkey, the following shall apply:

a. Customer shall only use Opkey approved communication channels for providing Customer Data to Opkey. With respect to the storage of such Customer Data by Opkey and any further transmission of that Customer Data by Opkey, Opkey shall use Encryption Standards designed to protect such Customer Data.

b. In the event Opkey makes backups of such Customer Data, all backups of Customer Data shall be encrypted on backup media using Encryption Standards.

c. Customer Data may only be stored on portable media, including laptops, DVD, CD, magnetic tape media, removable hard drives, USB drives or similar portable storage, if Encryption Standards are used on that portable media.

d. Except as specified otherwise in the Agreement, or applicable Order or statement of work, Customer Data may be transferred by Opkey to, and stored and Processed in, the United States or any other country in which Opkey or its affiliates or subcontractors maintain facilities. Customer appoints Opkey to perform any such transfer of Customer Data to any such country and to store and Process Customer Data in order to provide services to Customer.

e. Opkey shall Process such Customer Data only in accordance with the express terms of this Agreement and other reasonable instructions of Customer.

2.3 Operational Controls. Opkey shall maintain operational controls, including, without limitation, the following:

a. Maintain a dedicated information security function to design, maintain and operate security in line with Industry Standards. This function shall focus on system integrity, risk acceptance, risk analysis and assessment, risk evaluation, and risk management.

b. Conduct vulnerability assessments and/or penetration tests of Opkey networks, systems, applications, and databases where Customer Data is located at rest, in transit and in use. Opkey shall triage identified vulnerabilities and remediate or mitigate vulnerabilities in accordance with Industry Standards.

c. Maintain reasonable authentication system(s) designed to authenticate and restrict access to Opkey systems and networks to valid users.

d. Install and maintain antivirus software on all Opkey servers and computing devices involved with Processing Customer Data and use other malware detection techniques where reasonably required. Such antivirus software shall be updated consistent with Industry Standards, or as otherwise provided by the antivirus software manufacturer.

e. Maintain physical security measures with respect to Opkey facilities to help prevent and detect physical compromise, including, without limitation, use of identification badges, smart card or other electronic or physical identity verification systems, and alarms on external doors. Opkey shall periodically review access records and CCTV video to monitor access controls and their enforcement, and shall investigate any discrepancies or unauthorized access.

f. With respect to Opkey internal networks, take reasonable steps designed to ensure perimeter networks are physically or logically separated from internal networks containing Customer Data, establish and configure firewalls in accordance with Industry Standards, use network intrusion detection systems as a part of network security, and restrict and control remote network access.

g. Review Opkey subcontractors that will have access to Customer Data, and require such subcontractors to agree in writing to protect Customer Data and maintain commercially reasonable technical, organizational, and measures to protect Customer Data against accidental, unauthorized, or unlawful access, disclosure, alteration, loss, or destruction. With respect to any performance subcontracted by Opkey, Opkey remains responsible for its subcontractors' compliance with Opkey's performance obligations in the Agreement.

2.4 Availability Controls. Opkey will maintain contingency planning policies and procedures defining roles and responsibilities on proper handling of contingency events. This shall include a business continuity and disaster recovery plan intended to facilitate the restoration of critical operations and processes which would allow for Opkey's continued performance of its obligations hereunder. Such plan shall be periodically reviewed, updated, and tested by Opkey.

2.5 Application Controls. Opkey shall implement and conform its software development practices to applicable Industry Standards relative to the functionality to be performed by the specific Opkey product offering. Opkey shall maintain software development practices which satisfy the following:

a. Use commercially reasonable measures designed to detect product vulnerabilities prior to release. These measures may include manual test scripts, test automation, dynamic code analysis, static code analysis, penetration testing, or other measures chosen by Opkey. Opkey shall update procedures and processes from time to time in an effort to improve detection of vulnerabilities within its products.

b. Opkey's developers shall not intentionally write, generate, compile, copy, collect, propagate, execute, or attempt to introduce any computer code designed to self-replicate, damage or otherwise hinder the performance of any Customer systems or network.

c. Opkey's developers shall receive regular training on coding and design with respect to application security.

3. **SAAS AND HOSTING SECURITY TERMS**. In addition to the terms and conditions in Section 2, the following terms and conditions shall apply to Opkey's performance obligations with respect to any Hosted Services procured by Customer under this Agreement. To the extent of any conflict between the terms and conditions in this Section 3 and in Section 2, the terms and conditions in this Section 3 shall control solely with respect to Hosted Services.

3.1 Access Controls. Customer shall have access to Customer Data maintained within their applicable production instance. Customer shall be responsible for maintaining user access and security controls for users accessing the Hosted Services. Opkey shall be responsible implementing measures designed to restrict all other access to Customer Data residing within the production instance. For the avoidance of doubt, Opkey has no obligation to verify that any user using Customer's account and password has Customer's authorization. Opkey shall provide access on a need to know basis and shall review access rights of Opkey Personnel at least annually. Opkey's access controls shall include no less than the following:

a. Opkey shall enforce complex passwords using built in system settings consistent with Industry Standards. Opkey administrators shall use multi-factor authentication for access to the production environment(s).

b. Access to Opkey's production environment(s) is controlled by hierarchical levels. Access control is required for each of these levels in an effort to provide appropriate security for the solution.

c. Any Customer Data accessed by authorized Opkey Personnel is subject to the aforementioned access controls and is encrypted at rest and in transit.

d. An Opkey hosting partner's role is to design, deploy, secure, make available, and support the infrastructure upon which Hosted Services operate. The hosting partners have primary control over the infrastructure upon which Hosted Services operate but such control does not extend to access to Customer Data or Opkey Products processing Customer Data. The hosting partner provides Opkey's operations teams with the initial credentials required to access the infrastructure and associated support portals to enable Opkey to operate and manage the Hosted Services.

3.2 Data Controls. In its performance obligations with respect to Hosted Services, Opkey does require access to Customer Data, and the following additional terms and conditions shall apply:

a. Opkey's security procedures shall require that any Customer Data stored by Opkey only be stored using secure data encryption algorithms and key strengths of 128-bit symmetric or 1024-bit asymmetric or greater. Opkey shall monitor Industry Standards and implement an action plan if key lengths in use are likely to be compromised.

b. Opkey will maintain a key management process that includes controls to limit access to private keys and a key revocation process. Private keys, and passwords shall not be stored on the same media as the data they protect.

c. Opkey will prohibit Opkey Personnel from the download, extraction, storage, or transmission of Customer Data through personally owned computers, laptops, tablet computers, cell phones, or similar personal electronic devices except where enrolled in Opkey's Mobile Device Management (MDM), Information Rights Management (IRM), or other security programs. If personal computers or mobile devices are used to perform any part of the Hosted Services, Opkey will encrypt all Customer Data on such mobile devices.

d. Opkey agrees that any and all Opkey initiated electronic transmission or exchange of Customer Data stored as part of the Hosted Services shall be encrypted (e.g., HTTPS, PGP, S/MIME, SSH, SMTP encryption using TLS on gateway while sending emails).

e. Customer Data stored as a part of the Hosted Services shall reside only on Opkey production systems housed in Opkey hosting partner data centers, unless noted in an Order or statement of work or required with respect to professional service engagements or performance of support services or otherwise by applicable law. Any storage of Customer Data on Opkey premises is temporary and is used strictly for support and services engagements. Once Customer Data on Opkey premise has served its purpose, unless otherwise required by applicable law, it shall be promptly destroyed in accordance with Opkey's confidential data destruction procedures.

3.3 Operational Controls. In its performance of Hosted Services, Opkey shall maintain operational controls, including, without limitation, the following:

a. Opkey will utilize up-to-date virus and malware protection capabilities, and commercially reasonable practices, including detection, scanning and removal of known viruses, worms, and other malware on Opkey's hosting systems. These virus protection capabilities will be in force on all Opkey computers and/or devices utilized in connection with the technology services.

b. If a virus, worm, or other malware causes a loss of operational efficiency or loss of data, Opkey will take reasonable steps designed to mitigate losses and restore data from the last virus free backup to the extent practicable.

c. Opkey shall obligate its hosting partners to provide a multiple layered security approach. This may include, for example, perimeter firewalls, DMZ, one or more internal network segments, and network intrusion detection monitors for attempted intrusion to the production environment. Network vulnerability scans shall be conducted regularly, and issues addressed according to Industry Standard change control processes.

d. Opkey shall take steps designed to mitigate security vulnerabilities through the use of perimeter and host countermeasures such as intrusion prevention, web application firewall, IP address shunning, and other measures designed to prevent successful exploitation of vulnerabilities.

e. Opkey and its hosting partners shall proactively take steps designed to address security risks by applying released security patches, including, as example, Windows security patching and updates to patch known vulnerabilities in an applicable operating system. Patches shall be deployed to production via Opkey's change management process. Opkey shall test all patches in its test environment prior to release to production. If a patch degrades or disables the production environment, Opkey shall continue to take steps designed to mitigate vulnerabilities until a patch is provided by the software or operating system manufacturer that does not degrade or disable production. Such mitigation efforts may include intrusion prevention, web application firewall, and other measures chosen by Opkey to reduce likelihood of successful access to Customer Data by an unauthorized party.

f. Opkey and its hosting partners shall schedule maintenance windows to perform data center, system, and application maintenance activities. Opkey shall notify Customer in advance of any scheduled maintenance activity that is expected to disrupt the Hosted Services functionality.

g. Opkey shall retain security logs for a minimum of thirty (30) days online and ninety (90) days archived. Opkey may retain logs for a longer period at its sole discretion.

3.4 Availability Controls. With respect to Hosted Services:

Docusign Envelope ID: 5377FA8C-9FCB-48CF-A237-1A0A39314252

a. Opkey shall maintain business continuity and disaster recovery plans specific to its Hosted Services and shall include data center failover configurations.

b. Opkey shall maintain a backup of all Customer Data that Opkey is required to retain as a part of the Hosted Services. In the event the Customer Data becomes destroyed or corrupt, Opkey shall use commercially reasonable efforts to restore all available data from backup and remediate and recover such corrupt data.

4 **ATTESTATION OF COMPLIANCE.** Upon Customer's reasonable request, (i) Opkey shall provide an attestation of compliance to the terms in this Schedule, and/or (ii) Opkey shall provide its Industry Standard security assessment questionnaire responses applicable to the services provided to Customer. Requests shall be made in writing through the Account Executive assigned to Customer unless otherwise specified by Opkey.

Docusign Envelope ID: 5377FA8C-9FCB-48CF-A237-1A0A39314252

SCHEDULE D

DATA PROCESSING

This Schedule D is made a part of the Agreement signed by the parties to which this Schedule D is attached.

1 **DEFINITIONS.** In addition to the capitalized terms in Schedule A, all capitalized terms shall have the meaning ascribed to them herein this Schedule, and for the purposes of this Schedule, shall govern and control in the event of any conflict, including the following:

1.1 "CCPA" means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any binding regulations promulgated thereunder.

1.2 "Data Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

1.3 "Data Processing Instructions" means this Agreement and any additional instructions provided by Customer and accepted by Opkey during the Term of the Agreement

1.4 "Data Processor" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller.

1.5 "GDPR" means, as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("EU GDPR"); and/or (ii) the EU GDPR as it forms part of the UK law (as amended from time to time) ("UK GDPR").

1.6 "Personal Data Breach" means a breach of Opkey's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data in Opkey's possession, custody or control.

1.7 "Restricted Transfer" means: (the disclosure or grant of access or other transfer of Personal Data to any person located in: (i) in the context of the EU GDPR, any country, territory or person outside the European Economic Area, which does not benefit from an adequacy decision from the European Commission (an "EU Restricted Transfer"); and (ii) in the context of the UK GDPR, any country, territory or person outside the UK, which does not benefit from an adequacy decision from the UK Government (a "UK Restricted Transfer"), which would be prohibited without a legal basis under Chapter V of the GDPR.

1.8 "SCC" means the standard contractual clauses approved by the European Commission pursuant implementing Decision (EU) 2021/914.

1.9 "Subprocessor" means any third party (including any relevant third party and any relevant Opkey Affiliate) appointed by Opkey to carry out Processing of Personal Data on behalf of Opkey to perform the Service, Managed Services, or Professional Services.

1.10 "Supervisory Authority" means an entity with the authority to enforce Privacy Laws.

1.11 "UK Transfer Addendum" means the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the UK Mandatory Clauses included in Part 2 thereof (the "UK Mandatory Clauses").

2 **PROCESSING OF PERSONAL DATA**

2.1 Opkey will not Process Personal Data other than on Customer's documented instructions (set out in this Schedule or as otherwise set forth in the Agreement or an Order) unless Processing is required by a Supervisory Authority or applicable Privacy Law.

2.2 Customer on behalf of itself and each relevant Customer Affiliate instructs Opkey to Process Personal Data; as reasonably necessary for the provision of the Services, Professional Services, or Managed Services and consistent with this Agreement and this Schedule.

2.3 The "Data Processing Details," which are available on the Customer Portal, at https://helpdesk.opkey.com/portal/en/signin contains the relevant details regarding the Processing of the Personal Data contemplated as part of the Service, Professional Services, or Managed Services, including categories of Data Subjects, categories of Personal Data and other relevant descriptions and details of such Processing.

2.4 Where Privacy Laws require, if Opkey receives an instruction from Customer that, in its reasonable opinion, violates or is likely to violate Privacy Law, Opkey shall notify Customer.

3 **OPKEY PERSONNEL**

3.1 Opkey shall ensure that persons authorized to undertake Processing of the Personal Data have (a) agreed to in writing to maintain the confidentiality of and protect Personal Data from unauthorized Processing of the Personal Data; and (b) undertaken training in relation to protection of Personal Data.

4 **SECURITY**

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Opkey shall in relation to the Personal Data implement the technical and organizational measures set out in Schedule C (Information Security). For the purposes of this Section 4 only, where the context permits, any references in that Schedule C to "Customer Data" shall include reference to Personal Data.

4.2 In assessing the appropriate level of security, Opkey shall take account in particular of the risks that are presented by Processing.

5 **SUBPROCESSING**

5.1 Customer authorizes Opkey to appoint Subprocessors in accordance with this Section 5. Subprocessors appointed as at the effective date of this Schedule D are set out in the Customer Portal or as otherwise specified in an Order Form. Opkey shall remain liable to Customer for the performance of that Subprocessor's obligations subject to this Agreement.

5.2 Notwithstanding anything to the contrary in this Agreement, before Opkey engages any new Subprocessor, Opkey shall give Customer notice by email of such appointment, including details of the Processing to be undertaken by the proposed Subprocessor. Within fourteen (14) days of receipt of a notice from Opkey of the appointment of a new Subprocessor, Customer has the right to object (on reasonable grounds related to the protection of Personal Data) to the proposed Subprocessor by written notice to Opkey ("Objection"). In the event of such an Objection, Opkey and Customer shall negotiate in good faith to find a mutually agreeable solution. Where no such solution can be agreed between the parties within forty-five (45) days from Opkey's receipt of the Objection (or such greater period agreed by Customer in writing), Customer may by written notice to Opkey with immediate effect terminate that part of the Services, Managed Services, or Professional Services which require the use of the proposed Subprocessor.

5.3 With respect to each Subprocessor, Opkey shall ensure that the Subprocessor is subject to a written agreement with Opkey that includes data protection provisions materially similar to those contained herein.

6 **DATA SUBJECT RIGHTS**

6.1 Opkey shall (a) upon becoming aware, promptly notify Customer if Opkey receives a request from a Data Subject under any Privacy Laws in respect of Personal Data; (b) not respond to that request except on the documented instructions of Customer or as required by a Supervisory Authority or applicable law; and (c) upon request from Customer where required by Privacy Laws and in the context of the Services, Managed Services, or Professional Services, reasonably assist Customer in dealing with an actionable Data Subject rights request to the extent Customer cannot fulfil this request without Opkey's assistance. Opkey may fulfil this request by making available functionality that enables Customer to address such Data Subject rights request without additional Processing by Opkey. To the extent such functionality is not available, in order for Opkey to provide such reasonable assistance, Customer must communicate such request in writing to Opkey providing sufficient information to enable Opkey to pinpoint and subsequently amend, export or delete the applicable record.

7 **PERSONAL DATA BREACH**

7.1 Opkey shall notify Customer within seventy two (72) hours of upon Opkey becoming aware of a Personal Data Breach. Opkey shall provide Customer with information (insofar as such information is within Opkey's possession and knowledge and does not otherwise compromise the security of any personal data Processed by Opkey) designed to allow Customer to meet its obligations under Privacy Laws to report the Personal Data Breach. Opkey's notification of or response to a Personal Data Breach shall not be construed as Opkey's acknowledgement of any fault or liability with respect to the Personal Data Breach. As between the Parties, Customer is solely responsible for complying with applicable laws (including notification laws), and fulfilling any third-party notification obligations, related to any Personal Data Breach.

7.1 If Customer determines that a Personal Data Breach suffered by Opkey or a Subprocessor affecting Personal Data must be notified to any Supervisory Authority, any other governmental authority, any Data Subject(s), the public or others under Privacy Laws or otherwise, to the extent such notice directly or indirectly refers to or identifies Opkey, where permitted by applicable laws, Customer agrees to: (a) notify Opkey in advance; and (b) in good faith, consult with Opkey and consider any clarifications or corrections Opkey may reasonably recommend or request to any such notice, which: (i) relate to Opkey's involvement in or relevance to such Personal Data Breach; and (ii) are consistent with applicable laws.

8 **DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION**

8.1 To the extent necessary, and required by Privacy Law, Opkey shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required by Privacy Laws, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, Opkey. To the extent that such impact assessment and/or prior consultation requires assistance beyond Opkey providing the applicable Opkey processing record(s) and Documentation, Opkey shall reserve the right to charge Customer such engagement at Opkey's then current daily rates.

9 **CCPA PROVISIONS**

9.1 In this Section 9 only, the terms "business," "business purpose," "commercial purpose," "consumer," "sell," "share," and "service provider" shall have the respective meanings given thereto in the CCPA; and "personal information" shall mean Personal Data that constitutes "personal information" as defined in and that is subject to the CCPA.

9.2 The business purposes and services for which Opkey is Processing personal information are for Opkey to provide services to and on behalf of Customer and as otherwise set forth in the Agreement, as more particularly described in more detail in the "Data Processing Details" which are available on the Customer Portal. Any specific variations or additions to those business purposes and services that are specific to Customer are set forth herein: N/A

9.3 It is the parties' intent that with respect to any personal information, Opkey is a service provider. Opkey (a) acknowledges that personal information is disclosed by Customer only for limited and specific purposes described in the Agreement; (b) shall comply with applicable obligations under the CCPA and shall provide the same level of privacy protection to personal information as is required by the CCPA; (c) agrees that Customer has the right to take reasonable and appropriate steps under and subject to Section 11 (Review, Audit and Inspection Rights) to help ensure that Opkey's use of personal information is consistent with Customer's obligations under the CCPA; (d) shall notify Customer in writing of any determination made by Opkey that it can no longer meet its obligations under the CCPA; and (e) agrees that Customer has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information.

9.4 Opkey shall not (a) sell or share any personal information; (b) retain, use or disclose any personal information for any purpose other than for the business purposes specified in the Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than the business purpose specified in the Agreement, or as otherwise permitted by CCPA; (c) retain, use or disclose the personal information outside of the direct business relationship between Opkey and Customer; or (d) combine personal information received pursuant to the Agreement with personal information (i) received from or on behalf of another person, or (ii) collected from Opkey's own interaction with any consumer to whom such personal information pertains.

10 DELETION OR RETURN OF PERSONAL DATA

10.1 Upon expiration or earlier termination of the Agreement in accordance with the terms of the Agreement, Opkey shall return and/or delete all Personal Data in Opkey's care, custody or control. To the extent that deletion of any Personal Data contained in any back-ups maintained by or on behalf of Opkey is not technically feasible within the timeframe set out in Customer's instructions, Opkey shall (a) securely delete such Personal Data in accordance with any relevant scheduled back-up deletion routines (e.g., those contained within Opkey's relevant business continuity and disaster recovery procedures); and (b) pending such deletion, put such Personal Data beyond use.

10.2 Notwithstanding the foregoing, Opkey may retain Personal Data where required by applicable laws, provided that Opkey shall Process the Personal Data only as necessary for the purpose(s) and duration specified in the applicable law requiring such retention.

11 REVIEW, AUDIT AND INSPECTION RIGHTS

11.1 Opkey shall make available to Customer on request, such information as Opkey (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this Schedule D and that its performance of its obligations under this Schedule D is consistent with Opkey's obligations under Privacy Laws.

11.2 Subject to this Section 11, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by Opkey pursuant to Section 11.1 is not sufficient in the circumstances to demonstrate Opkey's compliance with this Schedule D, Opkey shall allow for and contribute to audits, including on premise inspections of Opkey's facilities, by Customer or an auditor mandated by Customer in relation to the Processing of Personal Data by Opkey.

11.3 Customer shall give Opkey reasonable notice of any audit or inspection to be conducted under Section 11.2 (which shall in no event be less than fourteen (14) days' notice) and shall use commercially reasonable efforts (and ensure that each of its mandated auditors uses commercially reasonable efforts) to avoid causing any destruction, damage, injury or disruption to Opkey's premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of Opkey's other customers or the availability of Opkey's services to such other customers).

11.4 If the controls or measures to be assessed in the requested audit are assessed in a SOC 2 Type 2, ISO, NIST or similar audit report performed by a qualified third-party auditor within twelve (12) months of Customer's audit request ("Audit Report") and Opkey has confirmed in writing that there have been no known material changes in the controls audited and covered by such Audit Report(s), Customer agrees to accept provision of such Audit Report(s) in lieu of requesting an audit of such controls or measures. Opkey shall provide copies of any such Audit Reports to Customer upon request; provided that they shall constitute the Confidential Information of Opkey, which Customer shall use only for the purposes of confirming compliance with the requirements of this Schedule D or meeting Customer's obligations under Privacy Laws.

11.5 Opkey need not give access to its premises for the purposes of such an audit or inspection: (a) where an Audit Report is accepted in lieu of such controls or measures in accordance with Section 11.4; (b) to any individual unless they produce reasonable evidence of their identity; (c) to any auditor whom Opkey has not approved in advance (acting reasonably); (d) to any individual who has not entered into a non-disclosure agreement with Opkey on terms acceptable to Opkey; (e) outside normal business hours at those premises; or (f) on more than one occasion in any calendar year during the term of the Agreement, except for any audits or inspections which Customer is required to carry out by a Supervisory Authority. Nothing in this Agreement shall require Opkey to furnish more information about its Subprocessors in connection with such audits than such Subprocessors make generally available to their customers or more information than is made available to Opkey from Subprocessors after reasonable efforts to obtain such information. Nothing in this Section 11 shall be construed to obligate Opkey to breach any duty of confidentiality.

12 RESTRICTED TRANSFERS

12.1 Entry into SCCs. In respect of any Restricted Transfer of Personal Data from Customer to Opkey under this Schedule D: (a) that is an EU Restricted Transfer, the Parties hereby enter into and agree to comply with their respective obligations set out in the SCCs; and/or (b) that is a UK Restricted Transfer, the Parties hereby enter into and agree to comply with their respective obligations set out in the SCCs as varied by the UK Transfer Addendum, with Customer as 'Data Exporter' and Opkey as 'Data Importer'.

12.2 Population of SCCs. In respect of any SCCs entered into pursuant to Section 12.1, the Parties agree as follows: (a) each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs; (b) as applicable: (i) Module Two of the SCCs applies to any relevant Restricted Transfer involving Processing of Personal Data in respect of which Customer is a Data Controller in its own right; and (ii) Module Three of the SCCs applies to any relevant Restricted Transfer involving Processing of Personal Data in respect of which Customer is itself a Data Processor; (c) as and where applicable to the relevant Module of the SCCs and the Clauses thereof: (i) in Clause 7: the 'Docking Clause' is not used; (ii) in Clause 9: 'OPTION 2: GENERAL WRITTEN AUTHORISATION' applies, and the minimum time period for advance notice of the addition or replacement of Subprocessors shall be the advance notice period set out in Section 5.2; (iii) in Clause 11: the optional language is not used; (iv) in Clause 13: all square brackets are removed and all text therein is retained; (v) in Clause 17: 'OPTION 1' applies, and the Parties agree that the SCCs shall be governed by the law of: (A) Ireland in relation to any EU Restricted Transfer and (B) England and Wales in relation to any UK Restricted Transfer; and (vi) in Clause 18(b): the Parties agree that any dispute arising from the SCCs: (A) in relation to any EU Restricted Transfer, shall be resolved by the courts of Ireland; and (B) in relation to any UK Restricted Transfer, shall be resolved by the courts of England and Wales; and (d) in respect of the Annexes to the Appendix to the SCCs: (i) Annex I is populated with the corresponding information detailed in the "Data Processing Details" available on the Customer Portal at https://helpdesk.opkey.com/portal/en/signin; and (ii) Annex II is populated with reference to the information contained in and determined by Section 4 of this Schedule D (including any documentation set out therein).

12.3 Population of UK Transfer Addendum. Where relevant in accordance with Section 12.1(b), the SCCs apply to any UK Restricted Transfers as varied by the UK Transfer Addendum in the following manner: (i) 'Part 1 to the UK Transfer Addendum': (A) Tables 1, 2 and 3 to the UK Transfer Addendum are deemed populated with the corresponding details set out in the "Data Processing Details" available on the Customer Portal at https://helpdesk.opkey.com/portal/en/signin and Section 12.2; and (B) Table 4 to the UK Transfer Addendum is completed by the box labelled 'Data Importer' being deemed to have been ticked; and (ii) 'Part 2 to the UK Transfer Addendum': the Parties agree to be bound by the UK Mandatory Clauses and that the SCCs shall apply to any UK Restricted Transfers as varied in accordance with those UK Mandatory Clauses.

12.4 Operational Clarifications. In relation to any SCCs entered into pursuant to Section 12.1, the Parties agree as follows: (a) when complying with its transparency obligations under Clause 8.3 of the SCCs, Customer shall not provide or otherwise make available, and shall take all appropriate steps to protect, Opkey's and its licensors' trade secrets, business secrets, confidential information and/or other commercially sensitive information; (b) where applicable, for the purposes of Clause 10(a) of Module Three of the SCCs, Customer acknowledges and agrees that there are no circumstances in which it would be appropriate for Opkey to notify any third-party Data Controller of any Data Subject Request and that any such notification shall be the sole responsibility of Customer; (c) for the purposes of Clause 15.1(a) of the SCCs, except to the extent prohibited by applicable law and/or the relevant public authority, as between the Parties, Customer agrees that it shall be solely responsible for making any notifications to relevant Data Subject(s) if and as required; (d) the terms and conditions of Section 5 apply in relation to Opkey's appointment and use of Subprocessors under the SCCs; (d) Customer's approval of Opkey's appointment of a Subprocessor that is given expressly or deemed given pursuant to Section 5 constitutes Customer's documented instructions to effect disclosures and onward transfers to any relevant Subprocessors if and as required under Clause 8.8 of the SCCs; (e) the audits described in Clauses 8.9(c) and 8.9(d) of the SCCs shall be subject to any relevant terms and conditions detailed in Section 11; (f) certification of deletion of Personal Data as described in Clauses 8.5 and 16(d) of the SCCs shall be provided only upon Customer's written request; (g) in relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in this Schedule D to the SCCs, shall be read as a reference to those SCCs as varied by Section 12.3; and (h) in respect of any given Restricted Transfer, if requested of Customer by a Supervisory Authority, Data Subject or further Data Controller (where applicable) – on specific written request; accompanied by suitable supporting evidence of the relevant request – Opkey shall provide Customer with an executed version of the relevant set(s) of SCCs responsive to the request made of Customer (amended and populated in accordance with relevant provisions of this Schedule D in respect of the relevant Restricted Transfer) for countersignature by Customer, onward provision to the relevant requestor and/or storage to evidence Customer's compliance with Privacy Law.

13 **OTHER PRIVACY LAWS**

13.1 To the extent that Processing relates to Personal Data originating from a jurisdiction which has any mandatory requirements in addition to those in this Schedule D, both Parties may agree to any additional measures required to ensure compliance with applicable Privacy Laws and any such additional measures agreed to by the Parties will be documented in a duly executed written addendum or amendment to this Agreement or in an Order.

13.2 If any variation is required to this Schedule D as a result of a change in Privacy Laws, including any variation which is required to the Standard Contractual Clauses, then either party may provide written notice to the other party of that change in law. The parties will

Docusign Envelope ID: 5377FA8C-9FCB-48CF-A237-1A0A39314252

discuss and negotiate in good faith any necessary variations to this Schedule, including the Standard Contractual Clauses, to address such changes.

14 **GENERAL TERMS**

14.1 In the event of any conflict or inconsistency between: (a) this Schedule D and the Agreement, this Schedule D shall prevail; (b) this Agreement and any documents incorporated by reference from the Customer Portal, this Agreement and Schedule D shall prevail; or (c) any SCCs entered into pursuant to Section 12 and this Schedule D and/or the Agreement, the SCCs shall prevail in respect of the Restricted Transfer to which they apply. Unless expressly stated otherwise a reference to a "Section" or an "Annex" in this Schedule D is reference to a Section of, or an Annex to, this Schedule D.

Docusign Envelope ID: 5377FA8C-9FCB-48CF-A237-1A0A39314252

SCHEDULE E

ARTIFICIAL INTELLIGENCE TERMS

This Schedule E governs Customer's access to any use of any AI Features (as defined herein). If and to the extent that the Order Form includes any AI Features, this Schedule E will be made a part of the Agreement signed by the parties to which it is attached.

1 **DEFINITIONS**. If not otherwise defined in the Agreement or any other Schedule, all capitalized terms shall have the following meanings ascribed to them:

1.1 "AI Application" shall mean any system or software that employs one or more algorithms to perform tasks or solve cognitive problems commonly associated with human intelligence, such as learning, decision-making, problem-solving, or pattern or speech recognition (including by automating processes or converting large amounts of input data into actionable outputs without explicit training, commonly termed "machine learning").

1.2 "AI Content" means Inputs and Outputs.

1.3 "AI Features" means the features and capabilities that utilize AI Applications and are developed or made available as part of the Service.

1.4 "AI Providers" means any Subprocessors or other third parties used by Opkey for the use and delivery of AI Features.

1.5 "Input" means information, content or data, including Customer Data, submitted or uploaded to the AI Features by Customer or Opkey on Customer's behalf.

1.6 "Output" means any output returned and generated to a User by the AI Features based on Input. For the avoidance of doubt, Output does not include any dashboards, report templates or other technology or component of the Service created, developed, used or provided by Opkey.

2 **AI TERMS**.

2.1 AI Features. If AI Features are identified in the Order Form, then references in this Agreement to the "Service" shall include the AI Features. By execution of the Order Form, Customer hereby consents to the use of the AI Features as part of the Service. These AI Features may be developed by Opkey and/or AI Providers. These Terms only apply to AI Features provided by Opkey within the Service and not to any other AI Application provided by third party service providers.

2.2 Usage. Customer understands and acknowledges that in connection with its use of the AI Features, Customer (or Opkey, on Customer's behalf) may submit or upload Input and receive Output generated and returned by the AI Features. When Customer utilizes the AI Features, Output will be considered Customer Data. Customer grants Opkey a non-exclusive, perpetual, irrevocable, worldwide, royalty-free license to use the Input and Output (including any Customer Data contained in such Input and Output) generated and returned by the AI Features for the purposes of performing the Service. Customer is solely responsible for the Input and for ensuring that the AI Content complies with applicable laws, this Schedule E, and the Agreement. Customer agrees that it will not submit Personal Data into any AI Features. Without limiting the use restrictions elsewhere in the Agreement, Customer hereby represents and warrants that it will not, nor will it authorize anyone on its behalf, including any Users, to use the AI Features or the Output (a) to develop foundation models or other large-scale models for the purpose of developing a product or service competitive with Opkey or the AI Features, (b) to mislead any person that Output from the Service was solely human-generated, (c) in a manner that violates any Documentation, usage guidelines, or parameters, (d) to make automated decisions that may have a detrimental impact on individual rights without appropriate human supervision, (e) in any manner that infringes, violates, or misappropriates any of Opkey's rights or the rights of any third party, or (f) in any manner that extracts data from the AI Features, including web scraping, web harvesting, or web data extraction methods, other than as permitted through the Service.

2.3 Improvements. Opkey may use Output collected from Customer's use of the AI Features to further develop and improve the Service. To the extent Opkey uses Customer Data, Input and Output to train the machine learning methods and algorithms used to provide AI Features, it will do so only if such AI Content has been (a) deidentified so that it does not identify Customer, its Users or any other person, and (b) aggregated with data across other customers. Opkey will not use any Input or Output to train or improve any underlying large language models used by the AI Features or any AI Providers.

2.4 Termination. Opkey may suspend, change or discontinue any AI Features at any time, and may impose limits on certain features and services or restrict Customer's access to all or part of the AI Features without notice or liability.

2.5 Disclaimers and Risks. Customer is solely responsible and liable for any use of the AI Features by Customer. Due to the probabilistic nature of machine learning, Output may not be unique across users and the AI Features may generate the same or similar output for third parties. Opkey does not guarantee accuracy of any Output generated by the AI Features. Customer shall evaluate the accuracy of any Output and shall not rely on Opkey to do so.

CUSTOMER ACKNOWLEDGES THAT OUTPUT IS GENERATED BY AI APPLICATIONS AND OPKEY MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE OUTPUT. Without limiting the foregoing, Customer acknowledges that Opkey (a) gives no express or implied warranty, representation, nor undertakings that the AI Content do not infringe third party rights (including Intellectual Property Rights), nor that any AI Content will constitute valid, subsisting or

enforceable intellectual property rights and/or be capable of registration in any jurisdiction; (b) does not warrant, represent, endorse, support or guarantee the completeness, truthfulness, accuracy, legality, originality, reliability, performance, appropriateness, fitness for purpose or any other attributes of any AI Content; and (c) shall not be responsible for reviewing or attempting to verify the accuracy or currency of any AI Content. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY CONTAINED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, OPKEY WILL HAVE NO LIABILITY ARISING FROM THE AI CONTENT OR YOUR USE OF THE AI FEATURES.

2.6 Indemnification. In addition to any indemnification obligation set forth in the Agreement, Customer will indemnify, defend, and hold harmless Opkey and its officers, directors, employees, shareholders and representatives from and against all claims, liabilities, damages, losses, penalties, expenses and costs (including settlement costs and reasonable fees and expenses of attorneys and other professionals) arising out of any third party claim against Opkey or its Affiliates regarding (a) the AI Content; or (b) Customer's breach of this Schedule E or Customer's Users' use of the AI Features in violation of these this Schedule E or any other terms of the Agreement.

2.7 General. All other terms and conditions of the Agreement not expressly modified by this Schedule E shall remain in full force and effect. Customer acknowledges and agrees that this Schedule E may be modified or updated from time to time as Opkey develops new products and/or features, including those that may use artificial intelligence or machine learning, as part of the AI Features, and that any new terms and/or conditions that relate to such new products and/or features shall be applicable to Customer. Customer's continued use of the AI Features after any such change constitutes its acceptance of any modifications to this Schedule E.

BRAZOS COUNTY
BRYAN, TEXAS

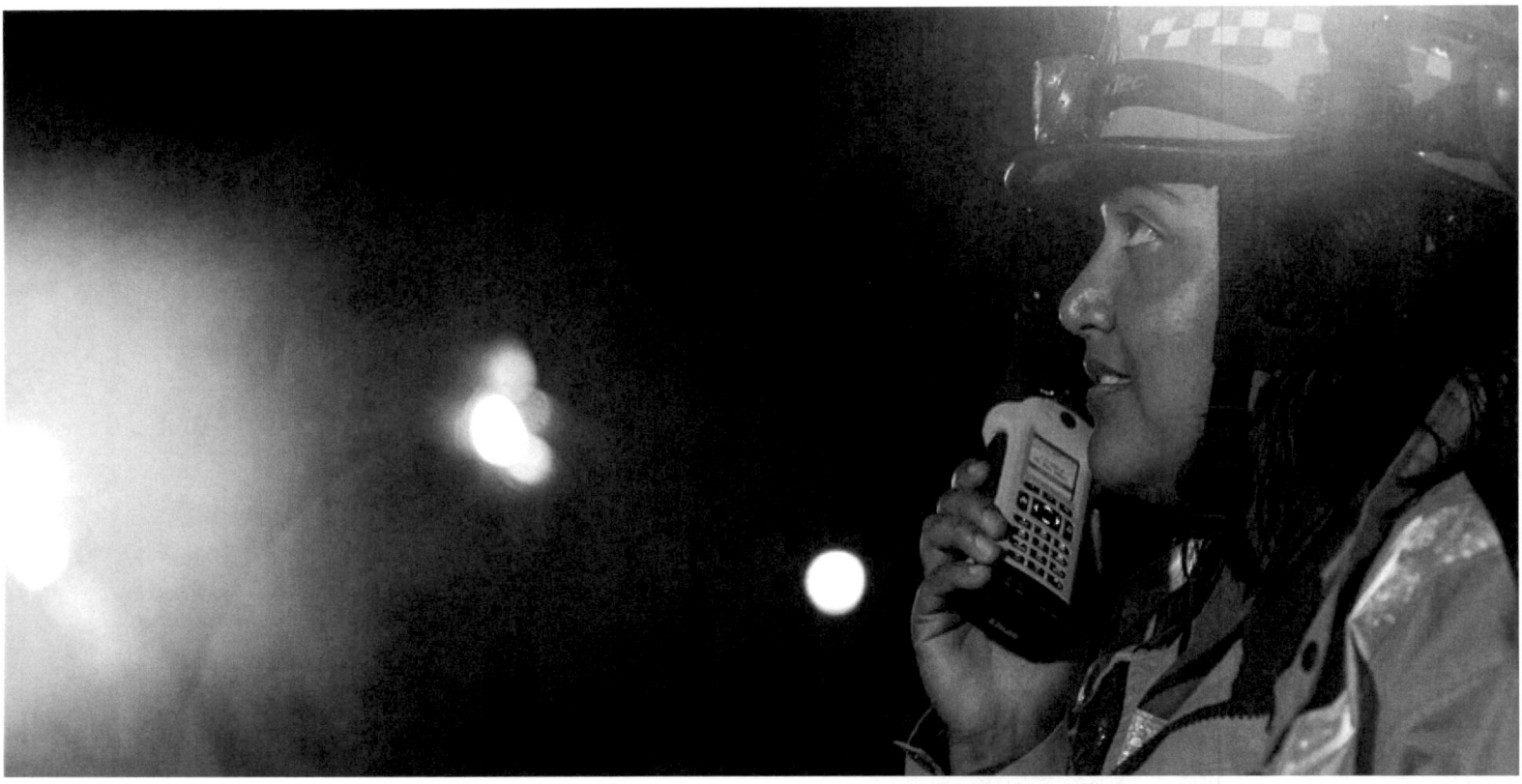
DEPARTMENT:	Purchasing	NUMBER:	

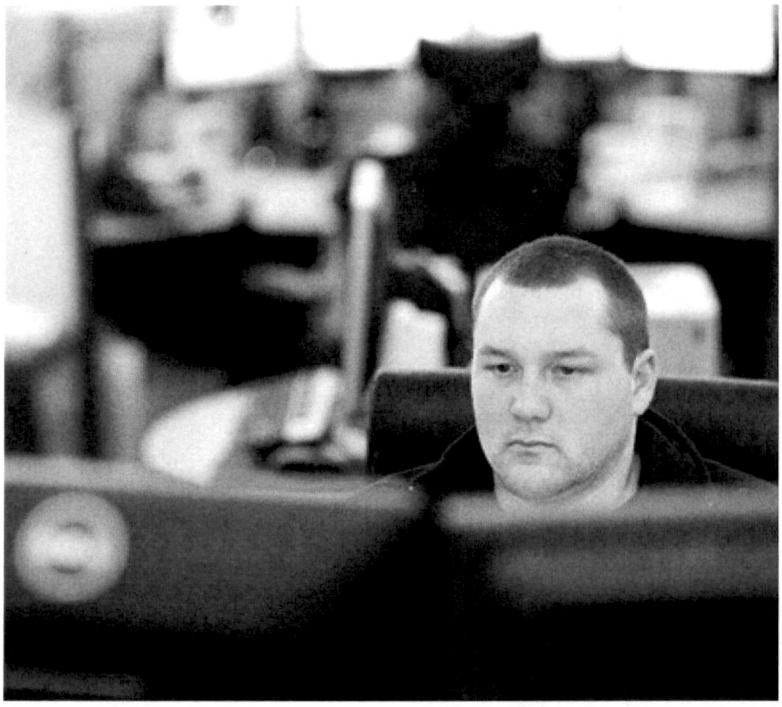
DATE OF COURT MEETING:	12/9/2025
ITEM:	Approval of CIP #26-516 Radio Replacement with Motorola Solutions, Inc with a total cost of $1,695,848.42.
TO:	Commissioners Court
FROM:	Presley Nelson
DATE:	11/25/2025
FISCAL IMPACT:	True
BUDGETED:	True
DOLLAR AMOUNT:	$1,695,848.42
NOTES/EXCEPTIONS:	This agreement is for the replacement, implementation and yearly maintenance of county radios. Motorola is the existing radio provider to Brazos County. The initial term of subscription will have the option to renew at year six and maintenance will have the option to renew at year 8. This is project is fully budgeted. Failure to approve will delay the implementation date requested by the vendor. The provided quote will expire December 29, 2025.

ATTACHMENTS:

File Name	Description	Type
Partly_Executed_Quote.pdf	Quote	Backup Material
Partly_Executed_Service_Agreement.pdf	Service Agreement	Backup Material

MOTOROLA SOLUTIONS







BRAZOS COUNTY AUDITORS OFFICE

Quote for (170) APX Next Portables

10/30/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.

MOTOROLA SOLUTIONS

QUOTE-3016209

10/30/2025

BRAZOS COUNTY AUDITORS OFFICE
PO BOX 914
BRYAN, TX 77803

RE: Motorola Quote for Quote for (170) APX Next Portables

Dear Caleb Coppinger,

Motorola Solutions is pleased to present BRAZOS COUNTY AUDITORS OFFICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This proposal is subject to the terms and conditions of the H-GAC Communications System and Services Agreement ("H-GAC CSSA"), which incorporates the H-GAC RA05-21 cooperative purchasing agreement, included with this proposal, and remains valid for a period of 60 days from the date of this cover letter. ~~This information is provided to assist you in your evaluation process.~~ Our goal is to provide BRAZOS COUNTY AUDITORS OFFICE with the best products and services available in the communications industry. BRAZOS COUNTY AUDITORS OFFICE may accept the proposal by delivering to Motorola a signed copy of the H-GAC CSSA and a signed purchase order that specifically references "PO is subject to Motorola's proposal and the terms and conditions of the H-GAC CSSA included with Motorola's proposal." Please direct any questions to Kris Kram at kkram@texascom.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kris Kram

Motorola Solutions Manufacturer's Representative

Billing Address:
BRAZOS COUNTY AUDITORS
OFFICE
PO BOX 914
BRYAN, TX 77803
US

Quote Date:10/30/2025
Expiration Date:12/29/2025
Quote Created By:
Kris Kram
kkram@texascom.com

End Customer:
BRAZOS COUNTY AUDITORS OFFICE
Caleb Coppinger

Contract: (TXWARN 2025) HGAC RA05-21
AGREEMENT: STATE OF TEXAS

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT SINGLE BAND					
1	H45TGT9PW8AN	PORTABLE RADIO APX NEXT SINGLE BAND MODEL 4.5	170		$7,106.00	$4,050.42	$688,571.40
1a	QA00569AP	ADD: 7/800MHZ BAND	170		$0.00	$0.00	$0.00
1b	BD00001AA	ADD: CORE BUNDLE	170		$3,323.00	$1,894.11	$321,998.70
1c	H499KC	ENH: SUBMERSIBLE (DELTA T)	170		Included	Included	Included
1d	H38DA	ADD: SMARTZONE OPERATION	170		Included	Included	Included
1e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	170		Included	Included	Included
1f	Q361CD	ADD: P25 9600 BAUD TRUNKING	170		Included	Included	Included
1g	QA09028AA	ADD: VIQI VC RADIO OPERATION	170		Included	Included	Included
1h	QA03399AK	ADD: ENHANCED DATA	170		Included	Included	Included
1i	Q387CB	ADD: MULTICAST VOTING SCAN	170		Included	Included	Included
1j	QA00580BA	ADD: TDMA OPERATION	170		Included	Included	Included
1k	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	170		$0.00	$0.00	$0.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1l	QA09001AM	ADD: WIFI CAPABILITY	170		Included	Included	Included
1m	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	170		Included	Included	Included
1n	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	170		Included	Included	Included
1o	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	170		Included	Included	Included
1p	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	170		Included	Included	Included
1q	QA09113AA	ADD: BASELINE RELEASE SW	170		$0.00	$0.00	$0.00
1r	QA07710AA	ALT: STUBBY 7-800MHZ 6CM ANTENNA	170		$0.00	$0.00	$0.00
1s	QA07680AA	ADD: MULTI SYSTEM OTAR	170		Included	Included	Included
1t	BD00010AB	ADD: SECURITY BUNDLE	170		$1,227.00	$699.39	$118,896.30
1u	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	170		$0.00	$0.00	$0.00
2	LSV01S03447A	APX NEXT DMS ESSENTIAL W ACC DMG	170	7 YEARS	$947.27	$947.27	$161,035.90
3	LSV01S03082A	RADIOCENTRAL PROGRAMMING	170	5 YEARS	$160.20	$160.20	$27,234.00
4	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	170	5 YEARS	$375.00	$375.00	$63,750.00
5	SSV01S01476A	SMARTLOCATE	170	5 YEARS	$375.00	$375.00	$63,750.00
6	SSV01S01907A	SMARTMAPPING	170	5 YEARS	$375.00	$375.00	$63,750.00
7	PSV03S02465A	APX DMS PROVISIONING PD3*	1		$0.00	$0.00	$0.00
8	SSV01S01407A	SMARTPROGRAMMING	170	5 YEARS	$375.00	$375.00	$63,750.00
9	PSV01S02944A	PROVISIONING SUPPORT	1		$0.00	$0.00	$0.00
10	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		$0.00	$0.00	$0.00
11	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	170		$181.43	$136.07	$23,131.90
12	NNTN9115A	CHARGER, MULTI-UNIT, IMPRES G2, 6-DISP, US/NA/CA/LA PLUG, ACC-CHARGER	12		$1,519.61	$1,139.71	$13,676.52
13	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER	170		$520.00	$390.00	$66,300.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		MICROPHONE NO CHANNEL KNOB					
14	PMPN4639B	CHGR VEHICLE IMPRES 2 EXT NA/AU/NZ KIT	30		$641.00	$480.75	$14,422.50
15	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	30		$248.05	$186.04	$5,581.20

Grand Total $1,695,848.42(USD)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Pricing Summary

		Payment Term		Upfront Sale Price
Upfront Costs*				
				$1,252,578.52
Upfront Subscription Fee				
	APX™ NEXT	Annually		$79,451.93
Sub Total:				**$1,332,030.45**

		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	APX™ NEXT	Annually	$79,451.93	$79,451.93
Year 3 Subscription Fee				
	APX™ NEXT	Annually	$79,451.93	$79,451.93
Year 4 Subscription Fee				
	APX™ NEXT	Annually	$79,451.93	$79,451.93
Year 5 Subscription Fee				
	APX™ NEXT	Annually	$79,451.93	$79,451.93
Year 6 Subscription Fee				
	APX™ NEXT	Annually	$23,005.13	$23,005.13
Year 7 Subscription Fee				
	APX™ NEXT	Annually	$23,005.13	$23,005.13
Sub Total:				**$363,817.97**

Grand Total System Price (Inclusive of Upfront and Annual Costs) **$1,695,848.42**

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: Lauren Kirkland	By:
Name: Lauren Kirkland	Name: KYLE KACAL
Title: Territory Vice President	Title: ACTING COUNTY JUDGE
Date: November 7, 2025	Date: 12/9/2025

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Parametric Data
1	H45TGT9PW8AN	SYSTEMID = 01A7
10	PSV01S02940A	TEMAILAR = CCoppinger@brazoscountytx.gov
1k	QA09030AB	Incomplete
1u	QA09017AA	ENDUSERT = POLICE PROTECTION
7	PSV03S02465A	Incomplete
9	PSV01S02944A	TEMAILAR = CCoppinger@brazoscountytx.gov,CUSTNAME = Caleb, Coppinger,SYSTEMID = 01A7

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

H-GAC Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Brazos County ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Customer desires to purchase Products; and

WHEREAS, Motorola desires to sell Products to Customer; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the "H-GAC Contract"), which provided that End Users may purchase communications and related Equipment, Licensed Software, and Services from Motorola pursuant to certain terms contained therein;

WHEREAS, the H-GAC Contract is located at the following address: https://www.hgacbuy.org/contracts/documents?contractid=124; and

WHEREAS, pursuant to Motorola Special Provisions, Articles 2 and 6 of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications and related equipment and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

1. Agreement.

1.1. Scope; Agreement Documents. This H-GAC CSSA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this H-GAC CSSA (each an "**Addendum**", and collectively the "**Addenda**"). This H-GAC CSSA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the H-GAC CSSA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, including the H-GAC administrative fee, but excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software, and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this H-GAC CSSA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the H-GAC CSSA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software
Drone related Products
Comparison Manager
Data licensed from Motorola

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $1,695,848.42, which includes the H-GAC administrative fee, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the Motorola/H-GAC Contract No. RA05-21. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies),

(c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current

version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents,

employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge

with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this H-GAC CSSA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** BRAZOS COUNTY
By: Lauren Kirkland	By:
Name: Lauren Kirkland	Name: KYLE KACAL
Title: Territory Vice President	Title: ACTING COUNTY JUDGE
Date: November 7, 2025	Date: 12/9/2025

Subscription Services Flowdown Addendum Exhibit A:

FirstNet and AT&T Service Terms

Public Safety Entity ("Customer") Responsibilities for access to and use of "First Net" Service as provided by AT&T

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola's and AT&T's collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T'S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBIED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a "distributor" of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information ("PHI") to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act regulations. Motorola and/or AT&T shall not function as the Customer's business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the "conduit exception" under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Exhibit A.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2025-Utility Permit-Wellborn SUD-Millican Cut-Off

DATE OF COURT MEETING:	12/9/2025
ITEM:	Consider and take action on the Wellborn SUD utility permit to install 300 feet of waterline and construct two (2) road bores within right of way of Millican Cut-Off Road. Site is located in Precinct 1.
TO:	Commissioners Court
FROM:	Joe Salvato
DATE:	12/01/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	Department requesting agenda item: Road and Bridge Department impacted by agenda item: Road and Bridge Brief explanation of agenda item and if in current year budget: Wellborn SUD will install 300 feet of waterline and 2 road bores within Millican Cut-Off ROW Brazos County has NO financial responsibility in this project Consequences for failing to approve agenda item: No water for new customer Deadline for agenda item approval: As soon as possible Site of work being performed: Precinct 1 - Millican Cut-Off - 300 feet and 2 crossings

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Wellborn_SUD-Millican_Cut-Off.pdf	Utility Permit - Wellborn SUD - Millican Cut-Off	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2025-Utility Permit-Wellborn SUD-Millican Cut-Off

DATE OF COURT MEETING: 12/9/2025

ITEM: Consider and take action on the Wellborn SUD utility permit to install 300 feet of waterline and construct two (2) road bores within right of way of Millican Cut-Off Road. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:
Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Wellborn SUD will install 300 feet of waterline and 2 road bores within Millican Cut-Off ROW
Brazos County has NO financial responsibility in this project
Consequences for failing to approve agenda item: No water for new customer
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 1 - Millican Cut-Off - 300 feet and 2 crossings

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Wellborn_SUD-Millican_Cut-Off.pdf	Utility Permit - Wellborn SUD - Millican Cut-Off	Backup Material

APPROVED

12/9/25
KYLE KACAL — Date
Acting County Judge

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now **Wellborn SUD** *[company name]*, hereinafter referred to as "Company" a **Texas** *[state]* Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a water line under and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
22339 Millican Cut-Off	**50 feet**	**X**			**X**
22381 Millican Cut-off	**50 feet**	**X**			**X**

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance
Millican Cut-Off	**30.4645919, -96.2044192**	**30.4652953, -96.2042975**	**4 feet**	**300 feet**
	Address 22381	**Address 22339**		

CONSTRUCTION TYPE

Diameter **2-inch line for main portion within ROW and two (2) crossings** Wall Thickness **0.10"**

Material Specification **HDPE** Maximum operating pressure **200 PSI**

Diameter Encasement **4-inch** Encasement Material **4" PVC**

The location and description of the proposed installation and appurtenances must be fully shown on the attached detailed drawings.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within **15** working days. **(COMPANY MUST FILL IN).** If such construction is not begun by the 60th day, Company will be required to apply for a new permit.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this permit.

Wellborn SUD
Company Name

Campbell Young
By:


Signature

General Manager
Title

P.O. Box 250
Address

Wellborn Tx 77881
City State Zip

979-690-9799
Telephone Number

brandy@wellbornsud.com
Email:

WATER UTILITY APPROVAL

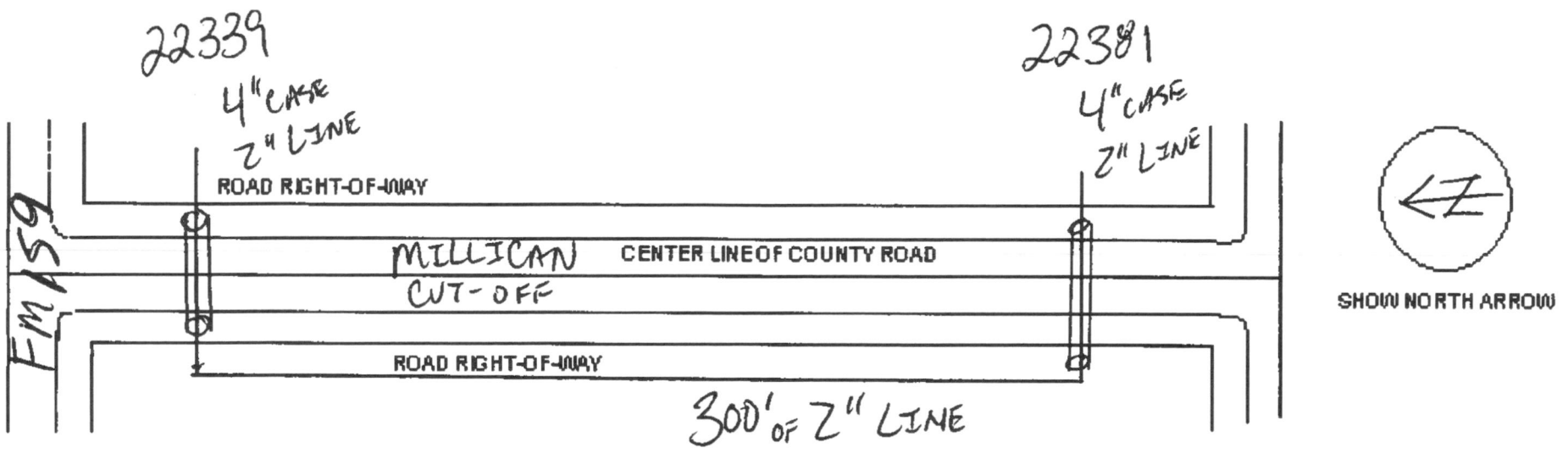
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated December 1, 2025 except as noted below:

(Month/Day/Year)

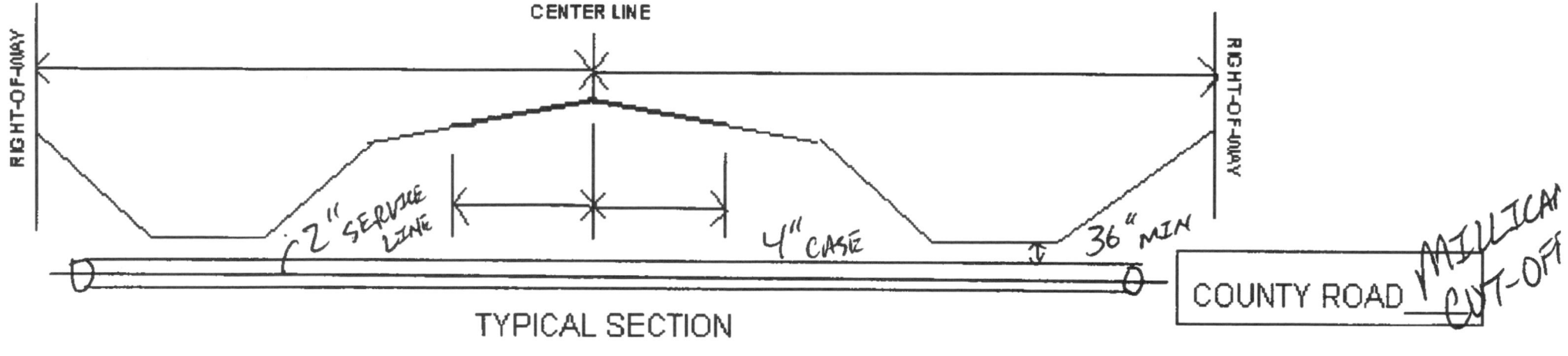
EXCEPTIONS: **None**

FOR

Brazos County Engineer

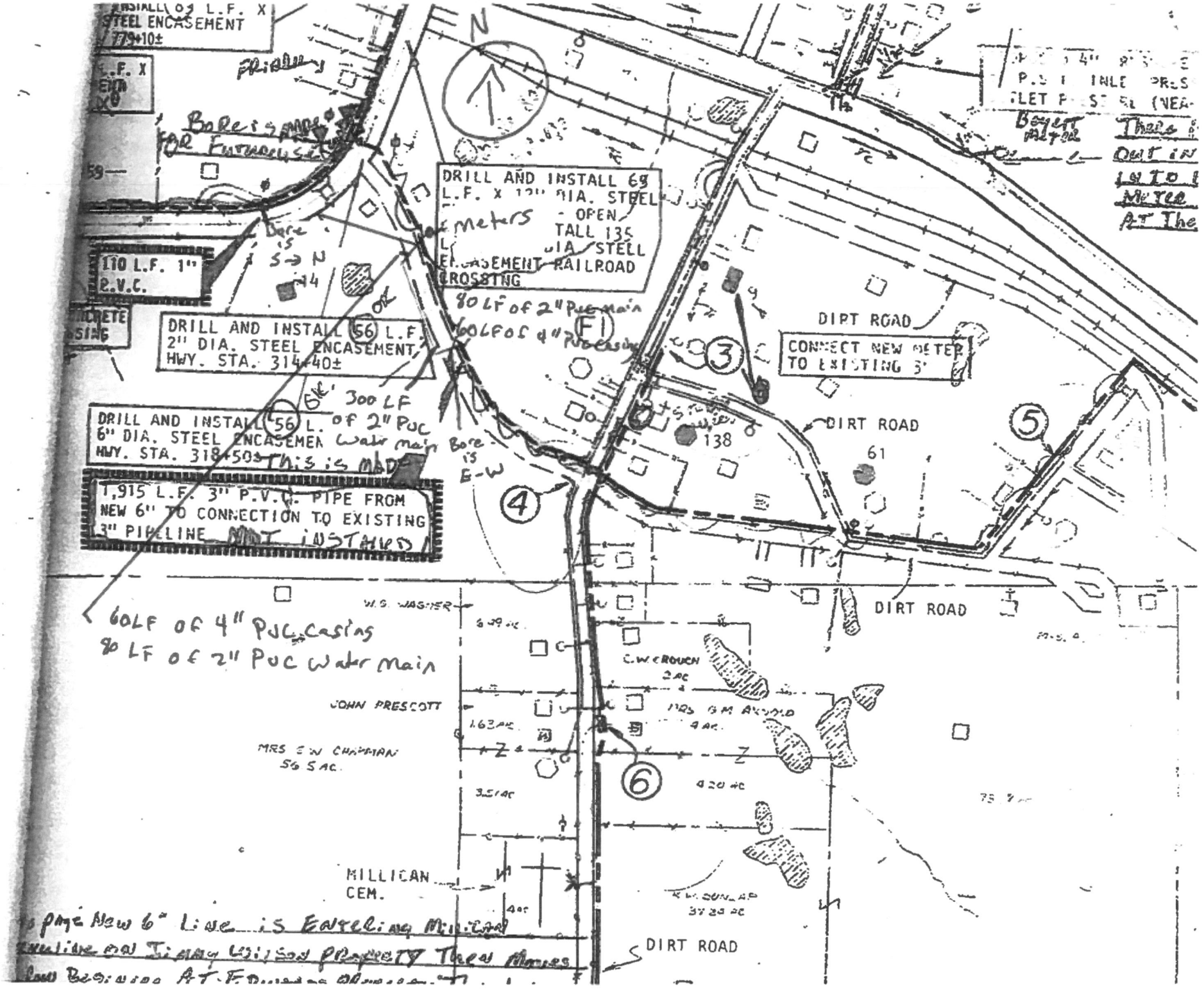


PLAN VIEW



TYPICAL SECTION

1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/ OR SECTION


INSTALL 69 L.F. X
STEEL ENCASEMENT
779+10±
Bore is for Future use
DRILL AND INSTALL 69
L.F. X 12" DIA. STEEL
- OPEN
TALL 135
DIA STELL
RAILROAD
CROSSING
110 L.F. 1"
P.V.C.
Bore is S→N
DRILL AND INSTALL 56 L.F.
2" DIA. STEEL ENCASEMENT
HWY. STA. 314+40±
80 LF of 2" Pvc main
60 LF of 4" Pvc casing
DIRT ROAD
CONNECT NEW METER
TO EXISTING 3"
DRILL AND INSTALL 56 L.F.
6" DIA. STEEL ENCASEMEN
HWY. STA. 318+50±
300 LF of 2" PVC Water main
This is MAD
Bore is E-W
1,915 L.F. 3" P.V.C. PIPE FROM
NEW 6" TO CONNECTION TO EXISTING
3" PIPELINE NOT INSTALLED
138
61
DIRT ROAD
DIRT ROAD
60 LF of 4" PVC Casing
80 LF of 2" PVC Water main
W.S. WASHER
C.W. CROUCH
2 AC
JOHN PRESCOTT
1.63 AC
MRS G.M. ARNOLD
4 AC.
MRS E.N. CHAPMAN
56.5 AC.
3.5 AC
4.20 AC
MILLICAN
CEM.
R.M. DUNLAP
37.20 AC
DIRT ROAD
New 6" Line is Entering Millican
pipeline on Tiney Wilson property Then Moves
Bore is at Future use

Google Maps 30°27'55.1"N 96°12'15.5"W



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 100 ft

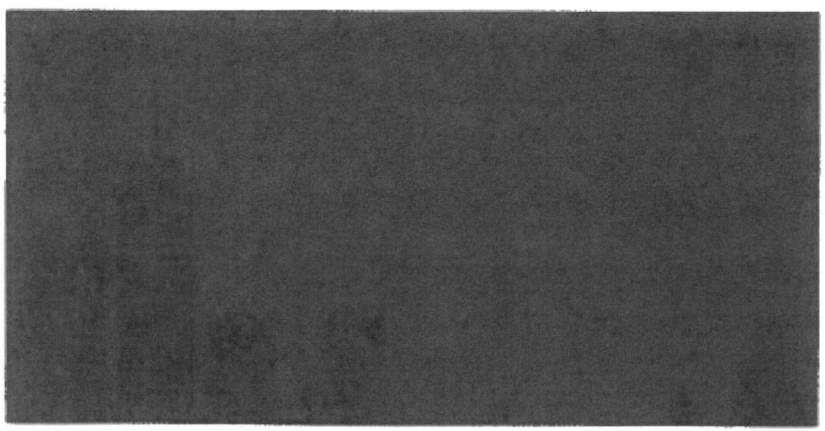
[redacted]

22339

Google Maps 30°27'52.1"N 96°12'15.7"W



Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft



22381

BRAZOS COUNTY ROADWAY SAFETY AND ROAD PRESERVATION STANDARDS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.

2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.

3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.

4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.

5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.

6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.

2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.

3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.

4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.

5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
   a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
   b. If construction is within ten (10) feet of the roadway; or
   c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045.*

2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.

3. All underground installations shall (these are minimum depths – utility may place deeper):
   a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
   b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
   c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
   d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.

4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.

5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
   Power – 0-2 feet, nominally 1'
   Phone – 2-4 feet, nominally 3'
   Gas – 4-6 feet, nominally 5'
   Cable – 6-8 feet, nominally 7'

6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.

7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.

8. Crossings under a county road shall:
   a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
   b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
   c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.

9. Bore Pits
   a. no pits shall remain open longer than 2 days;

b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.

10. Any installation within ten (10) feet of edge of pavement shall meet the following:
    a. location must be approved by the County Engineer or his representative
    b. backfilled with cement stabilized material.
    c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
    d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
    e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
    f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.

11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.

12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.

13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.

14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
   - -diameter
   - -wall thickness
   - -material specification
   - -minimum yield strength
   - -maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36"deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48"deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

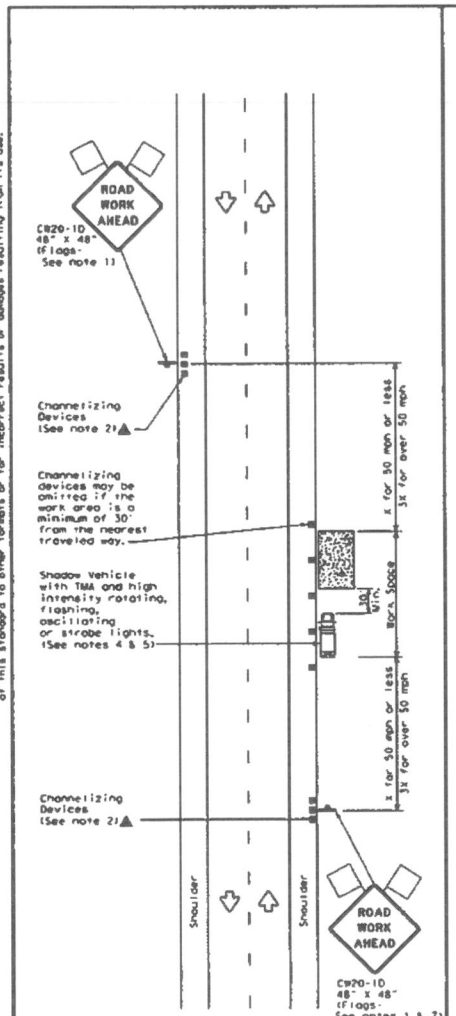
The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

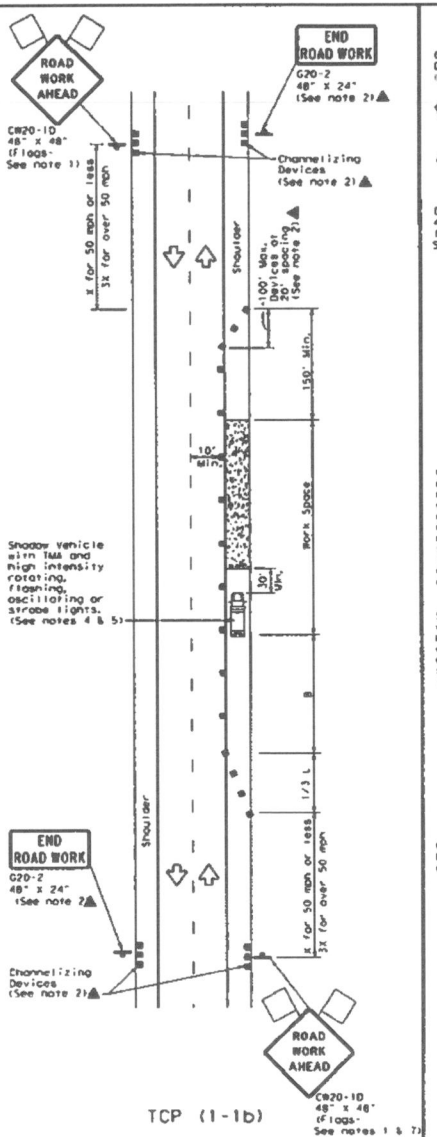
DATE:
FILE:



TCP (1-1a)

WORK SPACE NEAR SHOULDER

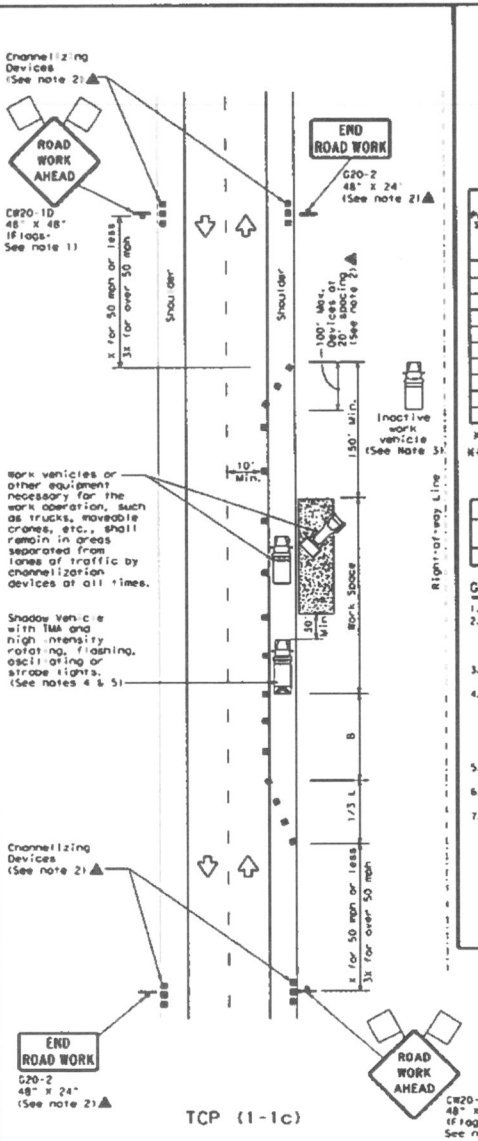
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space B*
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120	90'
35		205'	225'	245'	35'	70'	160	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
7. C#21-5 "SHOULDER WORK" signs may be used in place of C#20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 4-98 8-95 2-12 1-97 2-18	DIST	COUNTY		SHEET NO.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2025-Frontier-Grassbur and Merka

DATE OF COURT MEETING: 12/9/2025

ITEM: Consider and take action on the Frontier Communications utility permit to directional bore fiber conduit within the right-of-way of the following County Roads in Precinct 2:

- a. Grassbur Road – 5,660 feet in ROW and 1,680 feet in PUE
- b. Merka Road – 317 feet in ROW, will be part of FM 1179 project

TO: Commissioners Court

FROM: Joe Salvato

DATE: 11/24/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

Permit approves fiber cable to be placed within the County maintained ROW of Grassbur Road. All other conduits and appurtenances that parallel roadway MUST be placed within the platted Public Utility Easement (PUE). Merka Road permit is part of TxDOT widening project for FM 1179.

NOTES/EXCEPTIONS:

Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Permit allows Frontier to install fiber optic conduit within the ROW of Grassbur Road and Merka Road.
Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 2 - Grassbur Road, PUE of Vista Oaks and Shady Grove Subdivision, Merka Road for TxDOT FM 1179 widen project

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Frontier-Grassbur_and_Merka.pdf	Utility Permit - Frontier - Grassbur and Merka	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2025-Frontier-Grassbur and Merka

DATE OF COURT MEETING: 12/9/2025

ITEM: Consider and take action on the Frontier Communications utility permit to directional bore fiber conduit within the right-of-way of the following County Roads in Precinct 2:

- a. Grassbur Road – 5,660 feet in ROW and 1,680 feet in PUE
- b. Merka Road – 317 feet in ROW, will be part of FM 1179 project

TO: Commissioners Court

FROM: Joe Salvato

DATE: 11/24/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

Permit approves fiber cable to be placed within the County maintained ROW of Grassbur Road. All other conduits and appurtenances that parallel roadway MUST be placed within the platted Public Utility Easement (PUE). Merka Road permit is part of TxDOT widening project for FM 1179.

NOTES/EXCEPTIONS:

Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Permit allows Frontier to install fiber optic conduit within the ROW of Grassbur Road and Merka Road.
Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 2 - Grassbur Road, PUE of Vista Oaks and Shady Grove Subdivision, Merka Road for TxDOT FM 1179 widen project

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Frontier-Grassbur_and_Merka.pdf	Utility Permit - Frontier - Grassbur and Merka	Backup Material

APPROVED

12/9/25

KYLE KACAL
Acting County Judge

Date

NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS OF TELEPHONE FACILITIES AND DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Frontier Communications [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Frontier Communications proposes a fiber optic infrastructure project in Brazos County, Texas along Grassbur rd and Merka rd. It involves the installation of 6,013 feet of new buried fiber duct in the back 5' of the county row. The work will be 317' of duct with along Merka rd and 5,696' along Grassbur rd.The buried cable will be placed at a minimum depth of 48" in the right of way and 60" under any road crossing. Frontier will also be placing new aerial fiber along Grassbur rd on existing pole line for 457'. Construction includes trenching, boring, and placement of handholes, poles, and other utility components, with strict depth and alignment requirements. This project will be done in conjunction with TXDOT project along FM1179.

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 10 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Frontier Communications

Company Name

Christina Ramey

By:



Signature

Permit Coordinator

Title

465 Princetown Dr. Conway, AR 72034

Address

501-908-0960

Telephone Number

christina.ramey@squan.com

E-mail

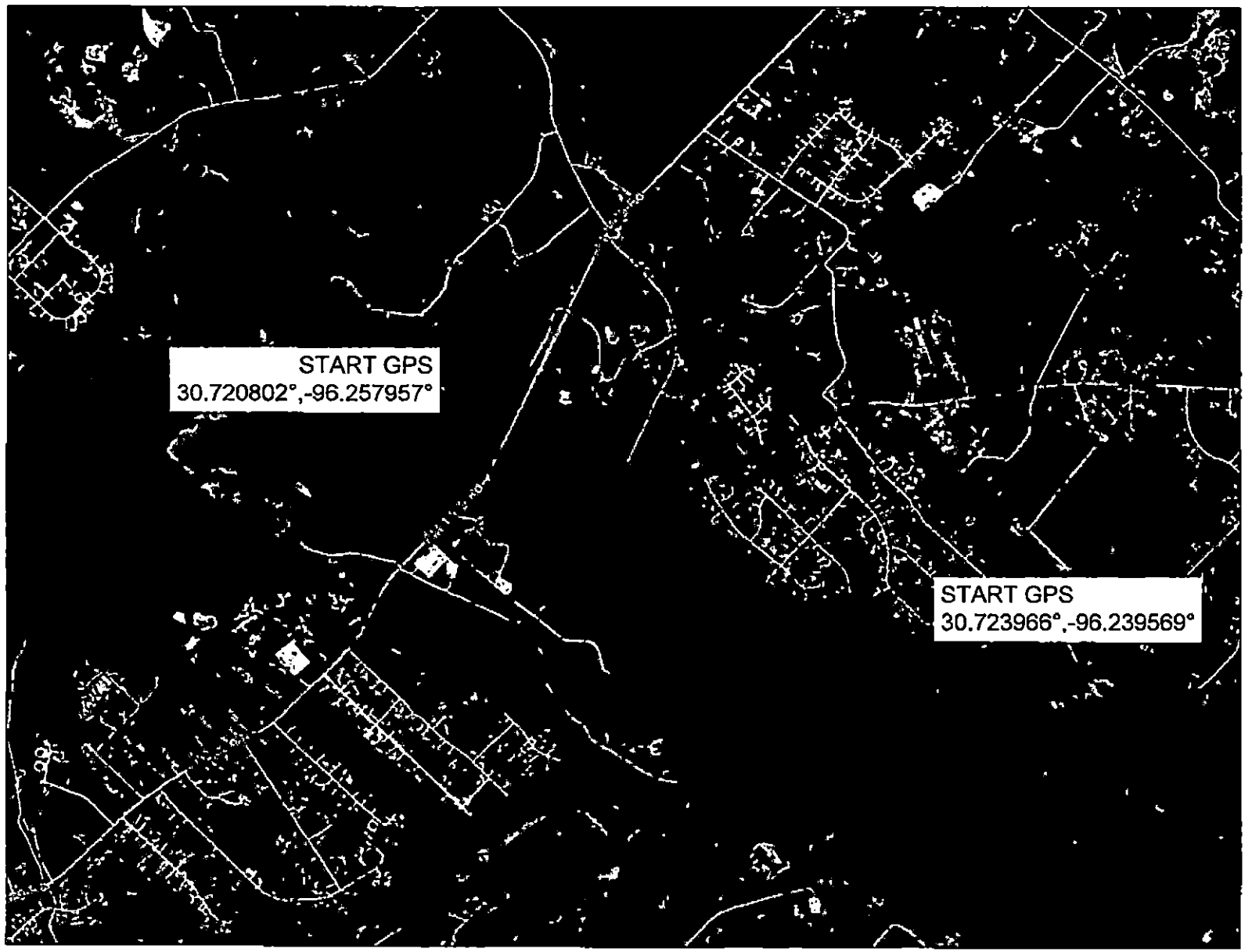
ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated November 20, 2025 except as noted below:

EXCEPTIONS: **Permit approves fiber cable within the County maintained ROW of Grassbur Road. All other conduits and appurtenances that parallel the roadway MUST be placed within the platted Public Utility Easement (PUE).**

Merka Road permit is part of TxDOT widening project for FM 1179

FOR _____
Brazos County Engineer



SITE LOCATION MAP

SCOPE OF WORK

PLACING 5,662' OF BURIED 144 FIBER CABLE AND 457' OF AERIAL FIBER CABLE ALONG GRASSBUR ROAD. UNDERGROUND FIBER CABLE TO BE PLACED 4' OFF THE BACK OF THE COUNTY RIGHT OF WAY AND 4' OFF THE BACK OF THE PUBLIC UTILITY EASEMENTS WHERE NOTED. AERIAL FIBER CABLE TO BE PLACED ON EXISTING POLES.

(6) 2'X3' HAND HOLES TO BE PLACED IN LINE WITH BURIED FIBER AS SHOWN. BORING TO BE COMPLETED UNDER PROSPECT LANE, SHADY LANE, AND SCASTA ROAD AT A MINIMUM DEPTH OF 60".

FRONTIER

5345947-FM 1179

COUNTY PERMIT

PROJECT NUMBER:	5345947	C.O. AREA: BRYAN, TX EXCH. CODE:	
DRAWN DATE: 11/13/2025	ENGR: SOUAN PHONE: 501-833-0800	CNTY:	BRAZOS
SCALE:	TAX DISTRICT:	SHEET	MAP OF 10
TWNSHP: N/A	RNG: N/A	SEC:	N/A

LEGEND SHEET

PROPOSED BURIED FIBER/ DUCT

PROPOSED AERIAL FIBER ELASHED

PROPOSED AERIAL FIBER

RIGHT-OF-WAY LINE

EDGE OF PAVEMENT

BACK OF CURB

EDGE OF GRAVEL

ROAD CENTERLINE

SIDE WALKS

WATER

SEWER

STORM DRAIN

GAS

FENCE

RAIL ROAD

EXISTING BURIED COPPER

EXISTING BURIED FIBER

EXISTING AERIAL COPPER

EXISTING AERIAL FIBER

EXISTING FRONTIER UTILITIES

EXISTING UNDERGROUND ELECTRIC

EXISTING OVERHEAD ELECTRIC

PUBLIC UTILITY EASEMENT

OTHER EASEMENTS

PROPOSED RIGHT-OF-WAY LINE

REMOVAL CABLE

CULVERT

BOX CULVERT

AERIAL SPAN

COILS

EX-MAN HOLE

EX-HANDHOLE

EX PED

11"X11"X16" FLOWER POT

17"X30"X24"-HANDHOLE

3'X3'X3'-HANDHOLE

2'X3'X2'-HANDHOLE

30"X48"X36"- HANDHOLE

BORE PIT

PROPOSED HANDHOLE

PROPOSED PED

REMOVE MAN HOLE

REMOVE HANDHOLE

REMOVE PED

FRONTIER POLE

POLE

REMOVE & REPLACE FRONTIER POLE

PROPOSED POLE

WATER HYDRANT

STORM PIPE FEATURE

SANITARY MANHOLE

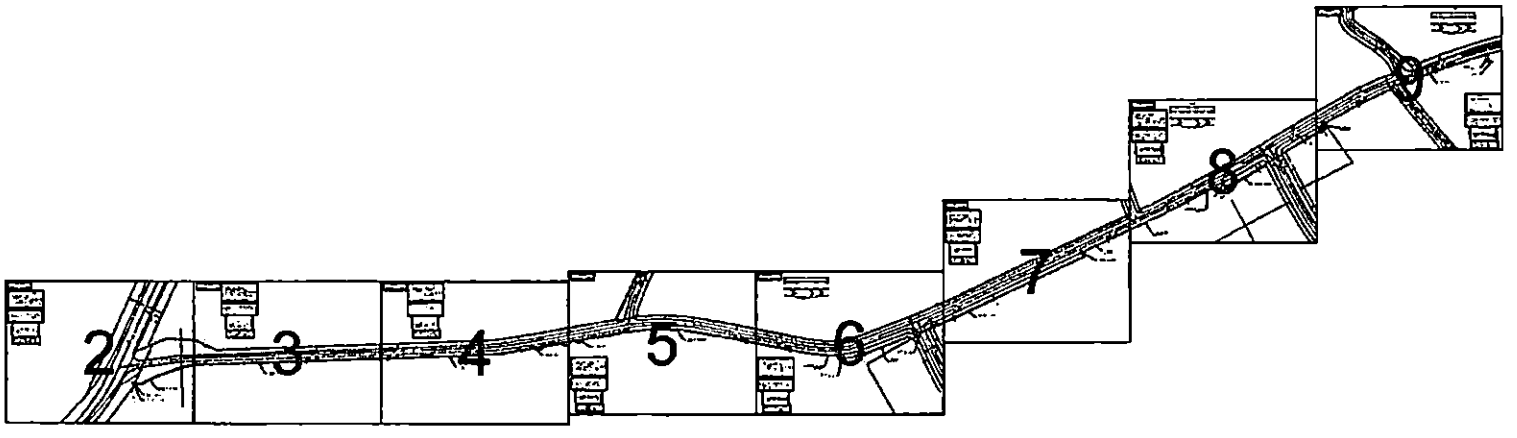
GAS MARKER

FRONTIER

5345947-FM 1179

COUNTY PERMIT

PROJECT NUMBER	5345947	C.O. AREA: BRYAN, TX EXCH. CODE:	
DRAWN DATE: 11/13/2025	ENGR: SOUAN PHONE: 501-833-0800	CNTY:	BRAZOS
SCALE:	TAX DISTRICT:	SHEET:	L OF 10
TWNSHP: N/A	RNG: N/A	SEC:	N/A



SCOPE OF WORK

PLACING 5,682' OF BURIED 144 FIBER CABLE AND 457' OF AERIAL FIBER CABLE ALONG GRASSBUR ROAD. UNDERGROUND FIBER CABLE TO BE PLACED 4' OFF THE BACK OF THE COUNTY RIGHT OF WAY AND 4' OFF THE BACK OF THE PUBLIC UTILITY EASEMENTS WHERE NOTED. AERIAL FIBER CABLE TO BE PLACED ON EXISTING POLES.

(6) 7'X7' HAND HOLES TO BE PLACED IN LINE WITH BURIED FIBER AS SHOWN. BORING TO BE COMPLETED UNDER PROSPECT LANE, SHADY LANE, AND SCASTA ROAD AT A MINIMUM DEPTH OF 60".

NEW BURIED DUCT	5,707'
EXISTING BURIED DUCT	[illegible]
AERIAL LASHED	[illegible]
AERIAL NEW STRAND	457'

FRONTIER

5345947-FM 1179

COUNTY PERMIT

PROJECT NUMBER: 5345947		C.O. AREA: BRYAN, TX EXCH. CODE:	
DRAWN DATE: 01/13/2025	ENGR. SOLIAN PHONE: 501-455-0800	CNTY: BRAZOS	
SCALE:	TAX DISTRICT:	SHEET: 1 OF 10	
TWNSHP. N/A	RNG N/A	SEC: N/A	

1

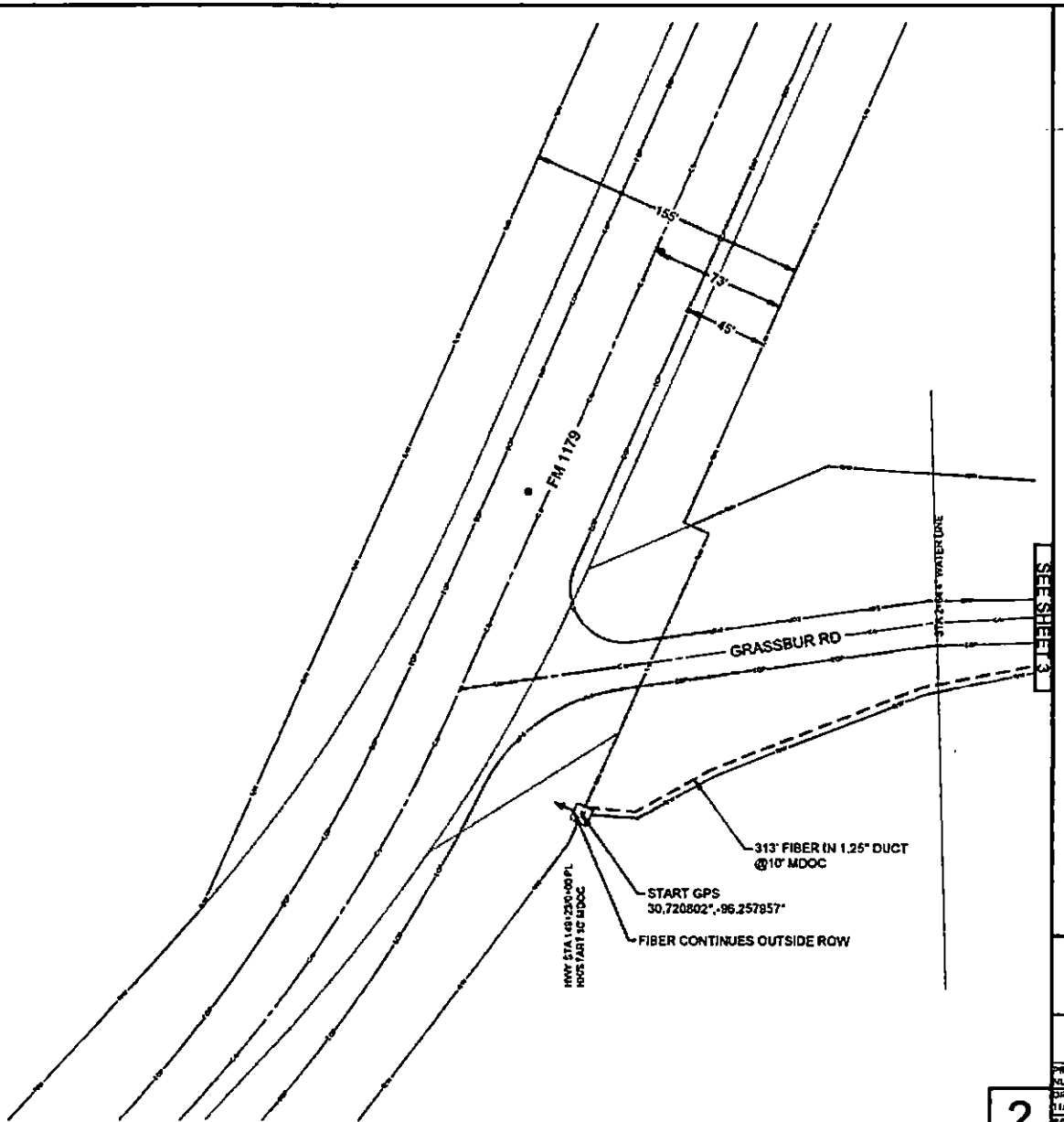
MIN D.O.C.
UNDER NATURAL GROUND
48"

NOTE,
1. CONTRACTOR TO LOCATE ALL BURIED FACILITIES PRIOR TO DIGGING.
2. ALL PLACEMENT TYPES MUST BE AT 48" MIN DEPTH UNLESS STATED OTHERWISE.
3. ROAD BORES MUST BE AT 60" MIN DEPTH.
4. ALL CABLES PLACED ON 3' ALLIGNMENT FROM THE ROW.
5. CAUTION OVERHEAD POWER LINES.

NOTE:
PER TXDOT ALL CABLES BEING DECOMMISSIONED WITHIN R/W AND NOT UNDER EXISTING ROADWAYS OR DRIVEWAYS TO BE DUG UP AND REMOVED. TXDOT IS LOOKING TO CLEAN UP THERE R/W'S PER KEVIN LARNEY,

PLACE BURIED FIBER MARKERS AT BEGINNING AND END OF BURIED SECTIONS AS WELL AS AT LEAST ONCE EVERY 500FT ALONG PATH

PLACE "WRAP AROUND" CABLE MARKER ON AERIAL CABLES AT ALL POLE ATTACHMENT POINTS PER FRONTIER AND JOINT USE POLICY



FRONTIER

5345947-FM 1179
COUNTY PERMIT

PROJECT NUMBER:	5345947	C.O. AREA: BRYAN, TX EXCH. CODE	
DRAWN DATE: 11/13/2025	ENGR: SQUAN PHONE: 501-832-0800	CNTY: BRAZOS	
SCALE: 1:60	TAX DISTRICT:	SHEET: 2 OF 10	
TWNSHP: N/A	RNG: N/A	SEC: N/A	

2

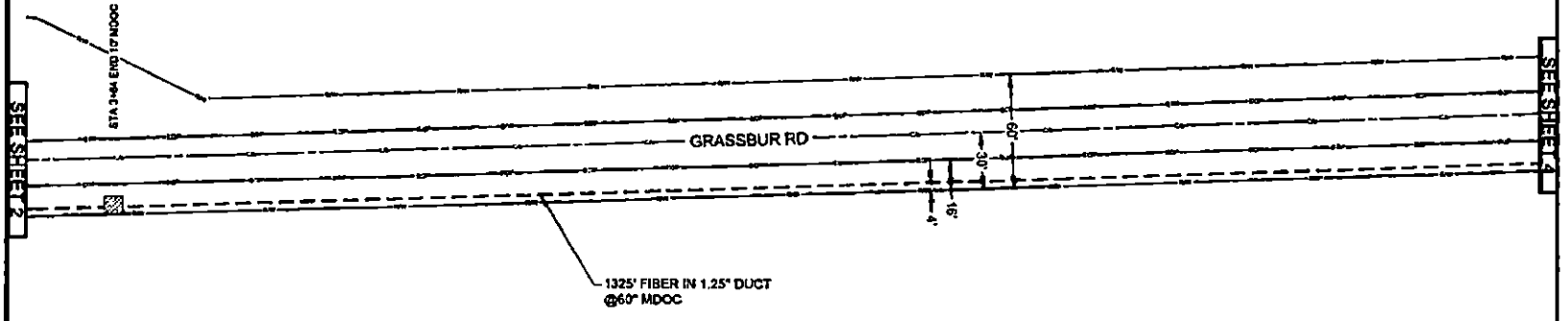
MIN D.O.C.
UNDER NATURAL GROUND
48"

NOTE:
1. CONTRACTOR TO LOCATE ALL BURIED FACILITIES PRIOR TO DIGGING.
2. ALL PLACEMENT TYPES MUST BE AT 48" MIN DEPTH UNLESS STATED OTHERWISE
3. ROAD BORES MUST BE AT 60" MIN DEPTH.
4. ALL CABLES PLACED ON 5' ALLIGNMENT FROM THE ROW.
5. CAUTION OVERHEAD POWER LINES.

NOTE:
PER TXDOT ALL CABLE'S BEING DECOMMISSIONED WITHIN RAW AND NOT UNDER EXISTING ROADWAYS OR DRIVEWAYS TO BE DUG UP AND REMOVED. TXDOT IS LOOKING TO CLEAN UP THERE RAWS PER KEVIN LARNEY.

PLACE BURIED FIBER MARKERS AT BEGINNING AND END OF BURIED SECTIONS AS WELL AS AT LEAST ONCE EVERY 500FT ALONG PATH

PLACE "WRAP AROUND" CABLE MARKER ON AERIAL CABLES AT ALL POLE ATTACHMENT POINTS PER FRONTIER AND JOINT USE POLICY



FRONTIER

5345947-FM 1179
COUNTY PERMIT

PROJECT NUMBER	5345947	C.O. AREA: BRYAN, TX EXCH. CODE:	
DRAWN DATE: 1/13/2025	ENGR: SOUAN PHONE: 501-932-0800	CNTY:	BRAZOS
SCALE: 1:60	TAX DISTRICT:	SHEET:	3 OF 10
TWNSHP: N/A	RNG: N/A	SEC:	N/A

3

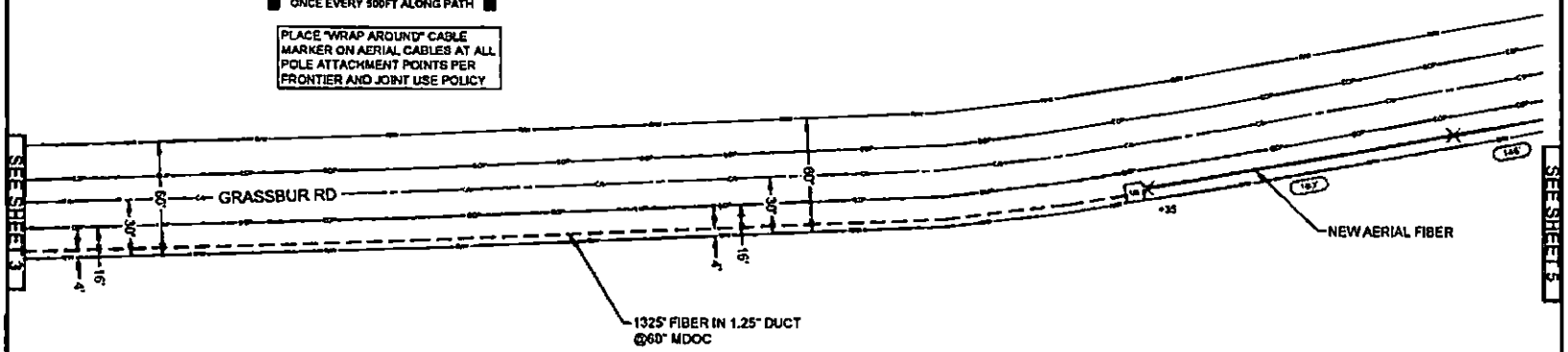
MIN D.O.C.
UNDER NATURAL GROUND
48"

NOTE.
1. CONTRACTOR TO LOCATE ALL BURIED FACILITIES PRIOR TO DIGGING.
2. ALL PLACEMENT TYPES MUST BE AT 48" MIN DEPTH UNLESS STATED OTHERWISE.
3. ROAD BORES MUST BE AT 60" MIN DEPTH.
4. ALL CABLES PLACED ON 3' ALLIGNMENT FROM THE ROW.
5. CAUTION OVERHEAD POWER LINES.

NOTE.
PER TXDOT ALL CABLE'S BEING DECOMMISSIONED WITHIN R/W AND NOT UNDER EXISTING ROADWAYS OR DRIVEWAYS TO BE DUG UP AND REMOVED. TXDOT IS LOOKING TO CLEAN UP THERE R/W'S PER KEVIN LARNEY.

PLACE BURIED FIBER MARKERS AT BEGINNING AND END OF BURIED SECTIONS AS WELL AS AT LEAST ONCE EVERY 500FT ALONG PATH

PLACE "WRAP AROUND" CABLE MARKER ON AERIAL CABLES AT ALL POLE ATTACHMENT POINTS PER FRONTIER AND JOINT USE POLICY

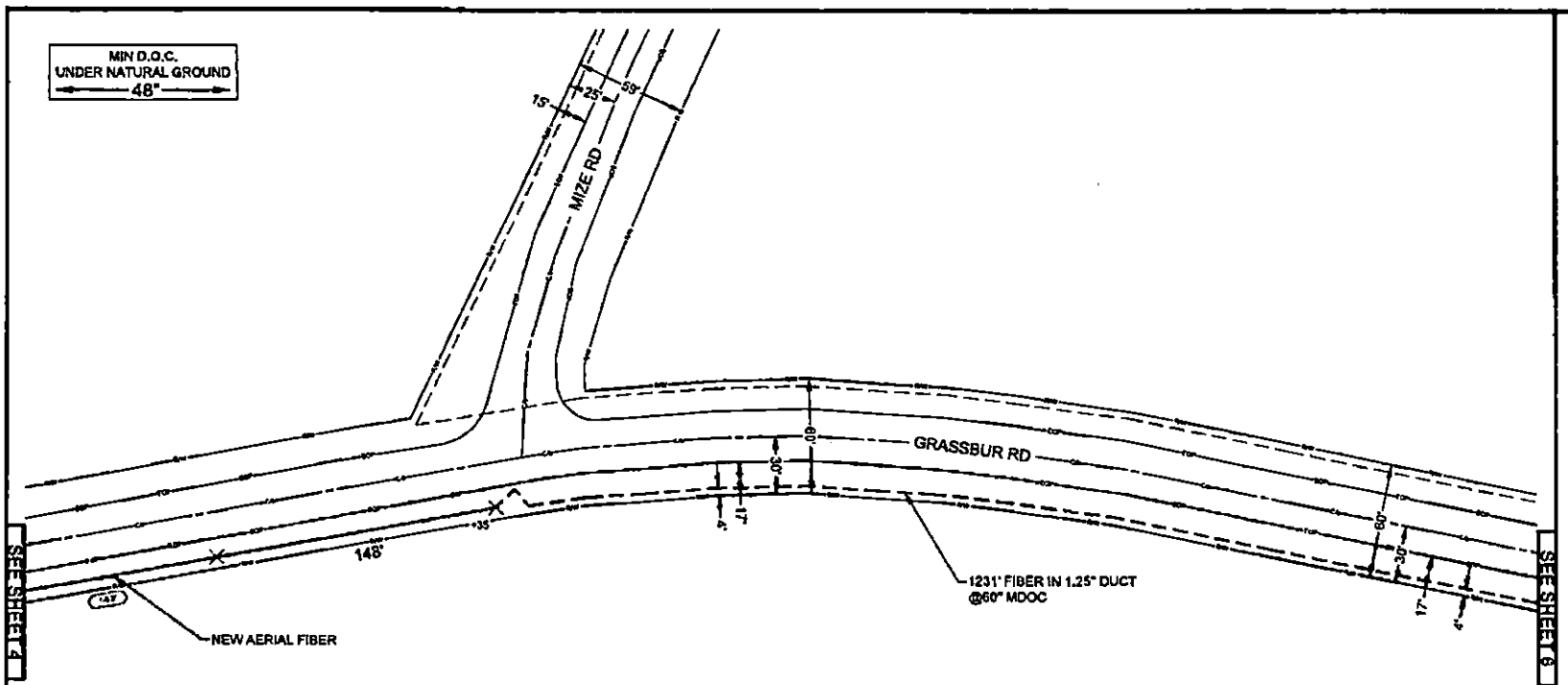


FRONTIER

5345947-FM 1179
COUNTY PERMIT

PROJECT NUMBER	5345947	C.O. AREA: BRYAN, TX EXCH. CODE	
DRAWN DATE: 11/13/2025	ENGR: SOUAN PHONE: 501-932-0800	CNTY:	BRAZOS
SCALE: 1:80	TAX DISTRICT:	SHEET	4 OF 10
TWNSHP: N/A	RNG: N/A	SEC:	N/A

4



NOTE:
1. CONTRACTOR TO LOCATE ALL BURIED FACILITIES PRIOR TO DIGGING.
2. ALL PLACEMENT TYPES MUST BE AT 48" MIN DEPTH UNLESS STATED OTHERWISE.
3. ROAD BORES MUST BE AT 60" MIN DEPTH.
4. ALL CABLES PLACED ON 3' ALLIGNMENT FROM THE ROW.
5. CAUTION OVERHEAD POWER LINES.

NOTE
PER TXDOT ALL CABLE'S BEING DECOMMISSIONED WITHIN R/W AND NOT UNDER EXISTING ROADWAYS OR DRIVEWAYS TO BE DUG UP AND REMOVED. TXDOT IS LOOKING TO CLEAN UP THERE R/W'S PER KEVIN LARNEY.

PLACE BURIED FIBER MARKERS AT BEGINNING AND END OF BURIED SECTIONS AS WELL AS AT LEAST ONCE EVERY 500FT ALONG PATH

PLACE "WRAP AROUND" CABLE MARKER ON AERIAL CABLES AT ALL POLE ATTACHMENT POINTS PER FRONTIER AND JOINT USE POLICY

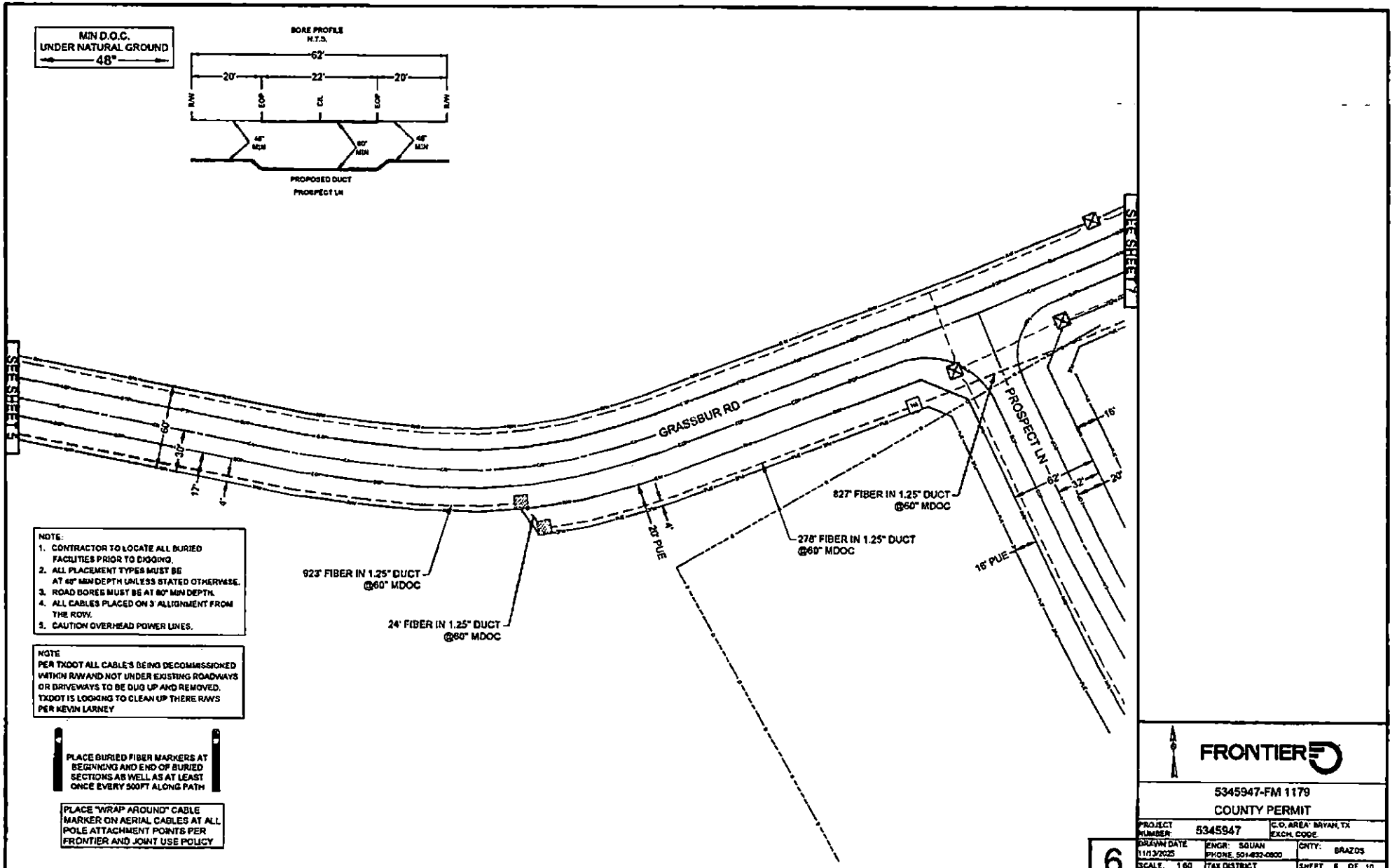
FRONTIER

5345947-FM 1179

COUNTY PERMIT

PROJECT NUMBER:	5345947	C.O. AREA: BRYAN, TX EXCH. CODE:	
DRAWN DATE: 11/13/2025	ENGR: SQUAN PHONE: 501-432-0000	CNTY:	BRAZOS
SCALE: 1:60	TAX DISTRICT	SHEET:	5 OF 10
TWNSHP: N/A	RNG: N/A	SEC:	N/A

5



NOTE:
1. CONTRACTOR TO LOCATE ALL BURIED FACILITIES PRIOR TO DIGGING.
2. ALL PLACEMENT TYPES MUST BE AT 48" MIN DEPTH UNLESS STATED OTHERWISE.
3. ROAD BORES MUST BE AT 60" MIN DEPTH.
4. ALL CABLES PLACED ON 3' ALLIGNMENT FROM THE ROW.
5. CAUTION OVERHEAD POWER LINES.

NOTE
PER TXDOT ALL CABLES BEING DECOMMISSIONED WITHIN R/W AND NOT UNDER EXISTING ROADWAYS OR DRIVEWAYS TO BE DUG UP AND REMOVED. TXDOT IS LOOKING TO CLEAN UP THERE R/W'S PER KEVIN LARNEY

PLACE BURIED FIBER MARKERS AT BEGINNING AND END OF BURIED SECTIONS AS WELL AS AT LEAST ONCE EVERY 500FT ALONG PATH

PLACE "WRAP AROUND" CABLE MARKER ON AERIAL CABLES AT ALL POLE ATTACHMENT POINTS PER FRONTIER AND JOINT USE POLICY

FRONTIER

5345947-FM 1179

COUNTY PERMIT

PROJECT NUMBER:	5345947	C.O. AREA: BRYAN, TX EXCH. CODE:	
DRAWN DATE: 11/13/2025	ENGR: SQUAN PHONE: 501-493-6600	CNTY:	BRAZOS
SCALE: 1:60	TAX DISTRICT:	SHEET:	6 OF 10
TWNSHP: N/A	RNG: N/A	SEC:	N/A

6

MIN D.O.C.
UNDER NATURAL GROUND
48"

NOTE
1. CONTRACTOR TO LOCATE ALL BURIED FACILITIES PRIOR TO DIGGING.
2. ALL PLACEMENT TYPES MUST BE AT 48" MIN DEPTH UNLESS STATED OTHERWISE.
3. ROAD BORES MUST BE AT 60" MIN DEPTH.
4. ALL CABLES PLACED ON 3' ALLIGNMENT FROM THE ROW.
5. CAUTION OVERHEAD POWER LINES.

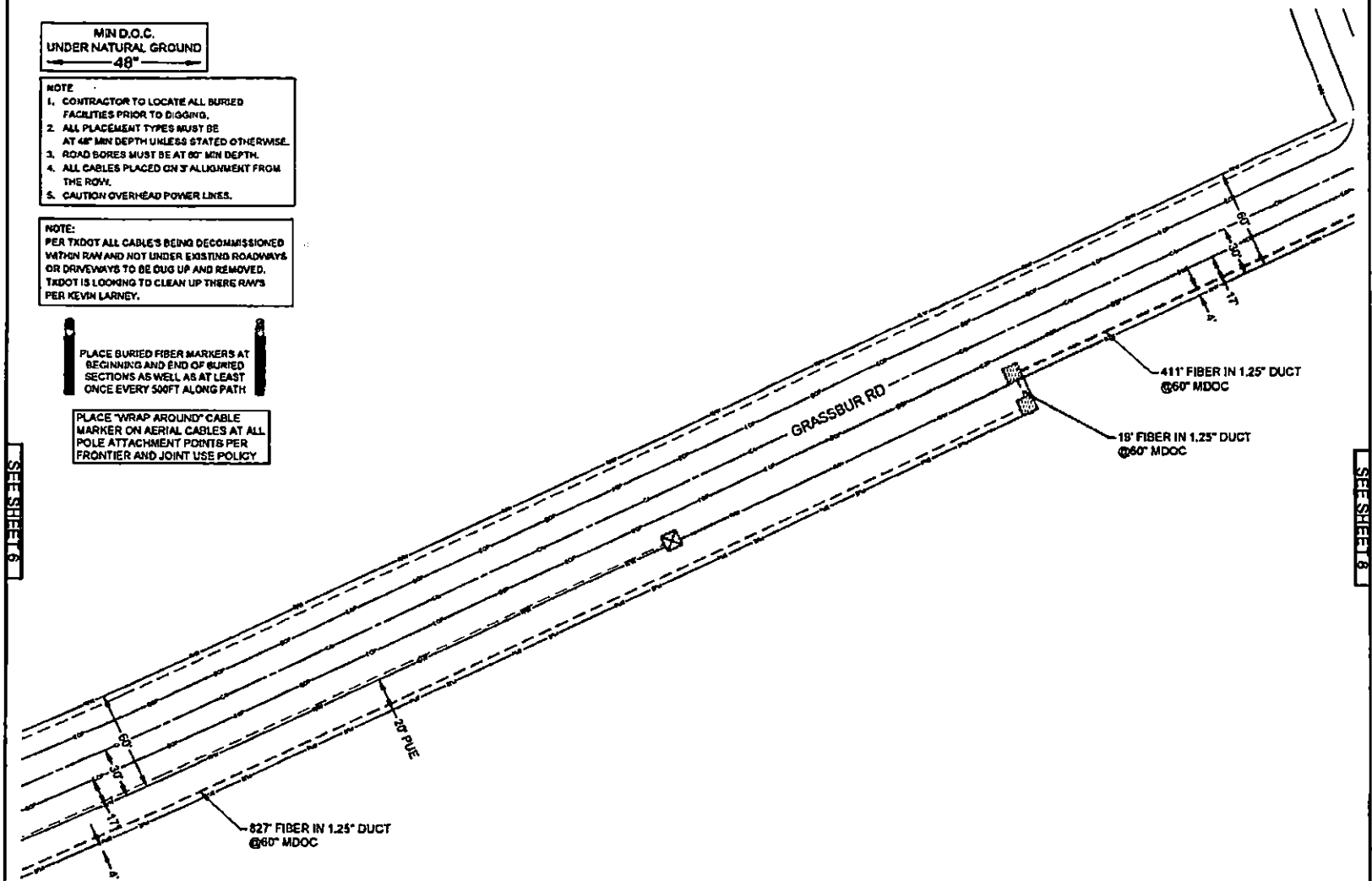
NOTE:
PER TXDOT ALL CABLES BEING DECOMMISSIONED WITHIN RAW AND NOT UNDER EXISTING ROADWAYS OR DRIVEWAYS TO BE DUG UP AND REMOVED. TXDOT IS LOOKING TO CLEAN UP THERE RAWS PER KEVIN LARNEY.

PLACE BURIED FIBER MARKERS AT BEGINNING AND END OF BURIED SECTIONS AS WELL AS AT LEAST ONCE EVERY 500FT ALONG PATH

PLACE "WRAP AROUND" CABLE MARKER ON AERIAL CABLES AT ALL POLE ATTACHMENT POINTS PER FRONTIER AND JOINT USE POLICY

SEE SHEET 6

SEE SHEET 8



FRONTIER

5345947-FM 1179

COUNTY PERMIT

PROJECT NUMBER: 5345947		C.O. AREA: BRYAN, TX EXCH. CODE:	
DRAWN DATE: 11/13/2025	ENGR: SOLIAN PHONE: 501-932-0900	CNTY:	BRAZOS
SCALE: 1:60	TAX DISTRICT:	SHEET:	7 OF 10
TWNSHP: N/A	RNG: N/A	SEC:	N/A

7

MIN D.O.C.
UNDER NATURAL GROUND
48"

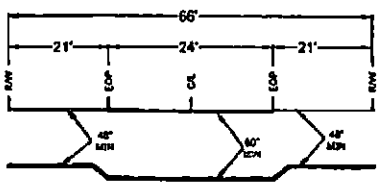
NOTE:
1. CONTRACTOR TO LOCATE ALL BURIED FACILITIES PRIOR TO DIGGING.
2. ALL PLACEMENT TYPES MUST BE AT 48" MIN DEPTH UNLESS STATED OTHERWISE.
3. ROAD BORES MUST BE AT 60" MIN DEPTH.
4. ALL CABLES PLACED ON 3' ALLIGNMENT FROM THE ROW.
5. CAUTION OVERHEAD POWER LINES.

NOTE:
PER TXDOT ALL CABLE'S BEING DECOMMISSIONED WITHIN R/W AND NOT UNDER EXISTING ROADWAYS OR DRIVEWAYS TO BE DUG UP AND REMOVED. TXDOT IS LOOKING TO CLEAN UP THERE R/W'S PER KEVIN LARNEY.

PLACE BURIED FIBER MARKERS AT BEGINNING AND END OF BURIED SECTIONS AS WELL AS AT LEAST ONCE EVERY 500FT ALONG PATH

PLACE "WRAP AROUND" CABLE MARKER ON AERIAL CABLES AT ALL POLE ATTACHMENT POINTS PER FRONTIER AND JOINT USE POLICY

BORE PROFILE 2
N.T.S.



SEE SHEET 7

SEE SHEET 9

GRASSBUR RD

SHADY LN

LOS LOBOS DR

411' FIBER IN 1.25" DUCT @60" MDOC

256' FIBER IN 1.25" DUCT @60" MDOC

22' FIBER IN 1.25" DUCT @60" MDOC

495' FIBER IN 1.25" DUCT @60" MDOC

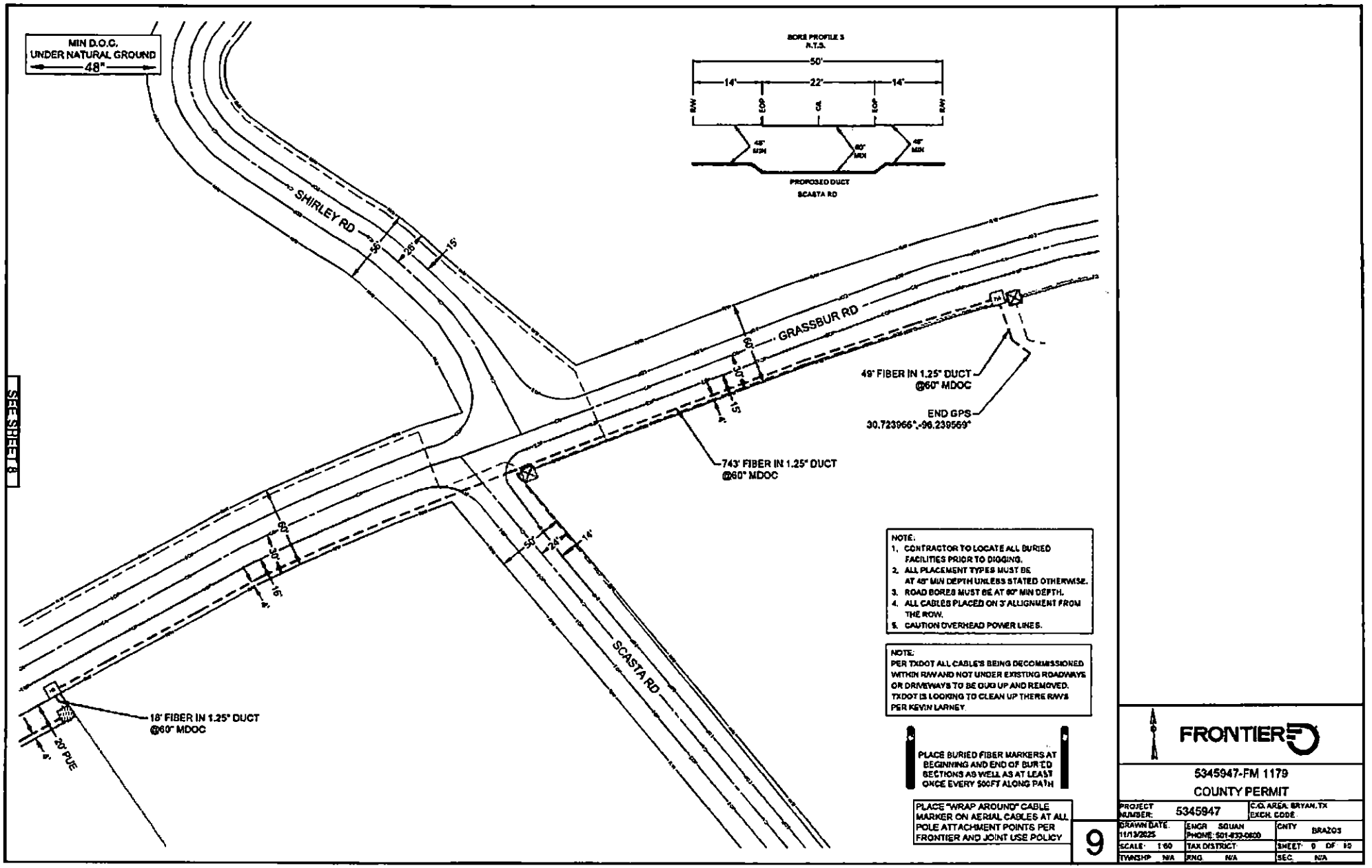
60'
26'
14'
4'
26' PUE
60'
33'
21'
15'
4'
20' PUE
16'

8

FRONTIER

5345947-FM 1179
COUNTY PERMIT

PROJECT NUMBER:	5345947	C.O. AREA: BRYAN, TX EXCH. CODE	
DRAWN DATE 01/13/2025	ENGR: SQUAN PHONE: 501-672-0800	CNTY:	BRAZOS
SCALE: 1:60	TAX DISTRICT:	SHEET: 8 OF 10	
TWNSHP: N/A	RNG: N/A	SEC: N/A	



FRONTIER

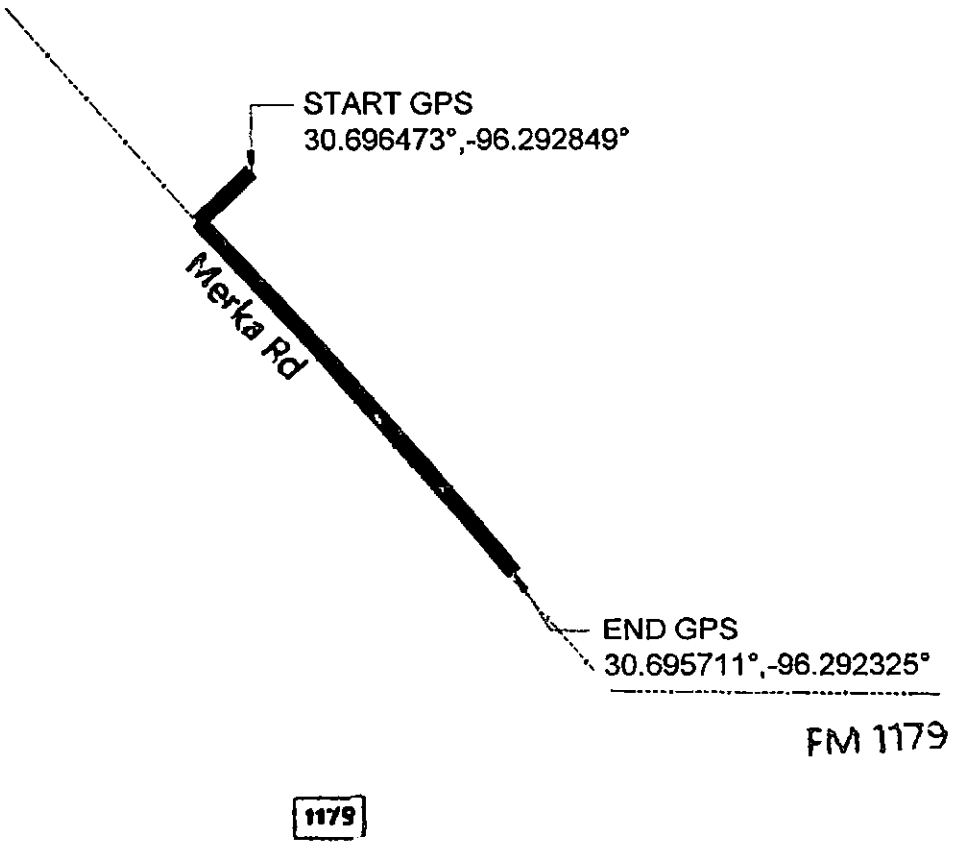
5345947-FM 1179

COUNTY PERMIT

PROJECT NUMBER:	5345947	C.O. AREA: BRYAN, TX EXCH. CODE:	
DRAWN DATE: 11/13/2025	ENGR: SQUAN PHONE: 501-833-0800	CNTY: BRAZOS	
SCALE: 1:60	TAX DISTRICT:	SHEET: 9 OF 10	
TWNSHP: N/A	RNG: N/A	SEC: N/A	

9

SITE LOCATION MAP



SCOPE OF WORK

PLACING 365' OF BURIED 144 FIBER CABLE ALONG MERKA ROAD. UNDERGROUND FIBER CABLE TO BE PLACED 6' OFF THE BACK OF THE RIGHT OF WAY AS SHOWN.

(2) BORE PITS TO BE PLACED IN LINE WITH BURIED FIBER AS SHOWN.

NEW BURIED DUCT:	365'
EXISTING BURIED DUCT:	[illegible]
AERIAL LASHED	[illegible]
AERIAL MESSENGER	[illegible]

FRONTIER

5345947-FM 1179

TXDOT PERMIT

PROJECT NUMBER:	5345947	C.O. AREA: BRYAN, TX EXCH. CODE: xxxxxxx	
DRAWN DATE: 10/9/2025	ENGR: SQUAN PHONE: 501-932-0500	CNTY	BRAZOS
SCALE:	TAX DISTRICT:	SHEET: MAP OF 10	
TWNSHP: xxN	RNG xxW	SEC: XX	

LEGEND SHEET

PROPOSED BURIED FIBER/ DUCT

PROPOSED AERIAL FIBER ELASHED

PROPOSED AERIAL FIBER

RIGHT-OF-WAY LINE

EDGE OF PAVEMENT

BACK OF CURB

EDGE OF GRAVEL

ROAD CENTERLINE

SIDE WALKS

WATER

SEWER

STORM DRAIN

GAS

FENCE

RAIL ROAD

EXISTING BURIED COPPER

EXISTING BURIED FIBER

EXISTING AERIAL COPPER

EXISTING AERIAL FIBER

EXISTING FRONTIER UTILITIES

EXISTING UNDERGROUND ELECTRIC

EXISTING OVERHEAD ELECTRIC

PUBLIC UTILITY EASEMENT

OTHER EASEMENTS

PROPOSED RIGHT-OF-WAY LINE

REMOVAL CABLE

CULVERT

BOX CULVERT

AERIAL SPAN

COILS

EX-MAN HOLE

EX-HANDHOLE

EX PED

11"X11"X16" FLOWER POT

17"X30"X24"-HANDHOLE

3'X3'X3'-HANDHOLE

2'X3'X2'-HANDHOLE

30"X48"X36"- HANDHOLE

BORE PIT

PROPOSED HANDHOLE

PROPOSED PED

REMOVE MAN HOLE

REMOVE HANDHOLE

REMOVE PED

FRONTIER POLE

POLE

REMOVE & REPLACE FRONTIER POLE

PROPOSED POLE

WATER HYDRANT

STORM PIPE FEATURE

SANITARY MANHOLE

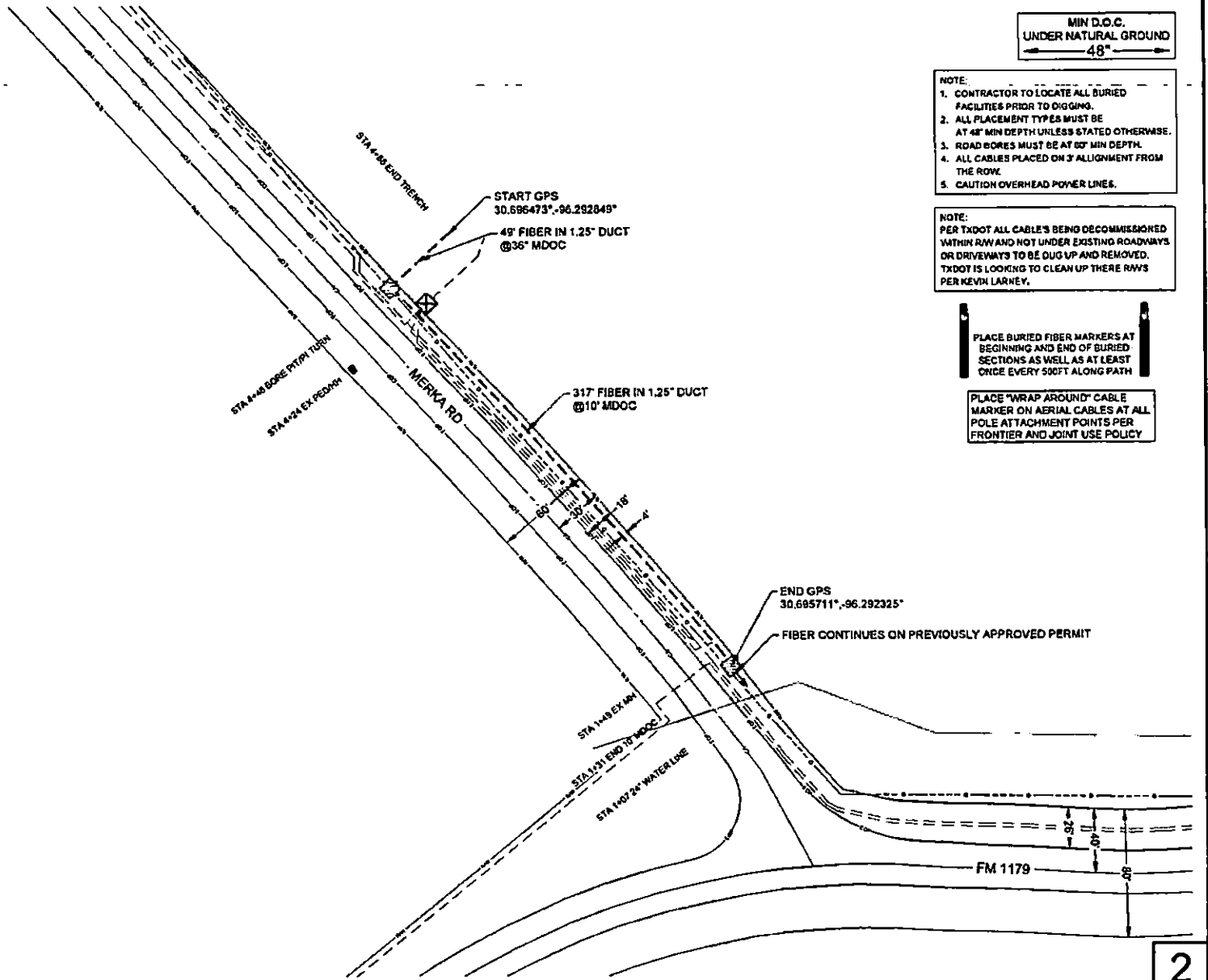
GAS MARKER

FRONTIER

5345947-FM 1179

TXDOT PERMIT

PROJECT NUMBER	5345947	C.O. AREA BRYAN, TX EXCH. CODE.	
DRAWN DATE. 10/9/2025	ENGR. SQUAN PHONE 501-672-0800	CNTY	BRAZOS
SCALE:	TAX DISTRICT	SHEET: 1	OF 10
TWNSHP N	RNG W	SEC	EX



MIN D.O.C.
UNDER NATURAL GROUND
48"

NOTE:
1. CONTRACTOR TO LOCATE ALL BURIED FACILITIES PRIOR TO DIGGING.
2. ALL PLACEMENT TYPES MUST BE AT 48" MIN DEPTH UNLESS STATED OTHERWISE.
3. ROAD BORES MUST BE AT 60" MIN DEPTH.
4. ALL CABLES PLACED ON 3' ALLIGNMENT FROM THE ROW.
5. CAUTION OVERHEAD POWER LINES.

NOTE:
PER TXDOT ALL CABLE'S BEING DECOMMISSIONED WITHIN R/W AND NOT UNDER EXISTING ROADWAYS OR DRIVEWAYS TO BE DUG UP AND REMOVED. TXDOT IS LOOKING TO CLEAN UP THERE R/W'S PER KEVIN LARNEY.

PLACE BURIED FIBER MARKERS AT BEGINNING AND END OF BURIED SECTIONS AS WELL AS AT LEAST ONCE EVERY 500FT ALONG PATH

PLACE "WRAP AROUND" CABLE MARKER ON AERIAL CABLES AT ALL POLE ATTACHMENT POINTS PER FRONTIER AND JOINT USE POLICY

FRONTIER

5345947-FM 1179

TXDOT PERMIT

PROJECT NUMBER:	5345947	C.O. AREA: BRYAN, TX EXCH. CODE: XXXXXXX	
DRAWN DATE: 10/9/2025	ENGR SQUAN PHONE: 501-832-0600	CNTY: BRAZOS	
SCALE: 1:60	TAX DISTRICT:	SHEET: 2 OF 10	
TWNSHP: XXN	RNG XXW	SEC XX	

2

BRAZOS COUNTY ROADWAY SAFETY AND ROAD PRESERVATION STANDARDS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.

2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.

3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.

4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.

5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.

6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.

2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.

3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.

4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.

5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
   a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
   b. If construction is within ten (10) feet of the roadway; or
   c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045.*

2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.

3. All underground installations shall (these are minimum depths – utility may place deeper):
   a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
   b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
   c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
   d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.

4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.

5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
   Power – 0-2 feet, nominally 1'
   Phone – 2-4 feet, nominally 3'
   Gas – 4-6 feet, nominally 5'
   Cable – 6-8 feet, nominally 7'

6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.

7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.

8. Crossings under a county road shall:
   a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
   b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
   c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.

9. Bore Pits
   a. no pits shall remain open longer than 2 days;

b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.

10. Any installation within ten (10) feet of edge of pavement shall meet the following:
    a. location must be approved by the County Engineer or his representative
    b. backfilled with cement stabilized material.
    c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
    d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
    e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
    f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.

11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.

12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.

13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.

14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
   - -diameter
   - -wall thickness
   - -material specification
   - -minimum yield strength
   - -maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

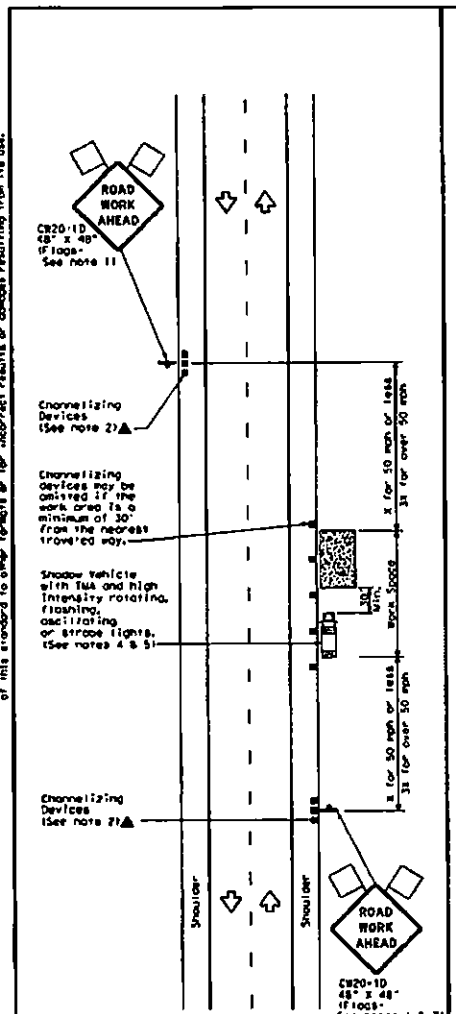
4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36"deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48"deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

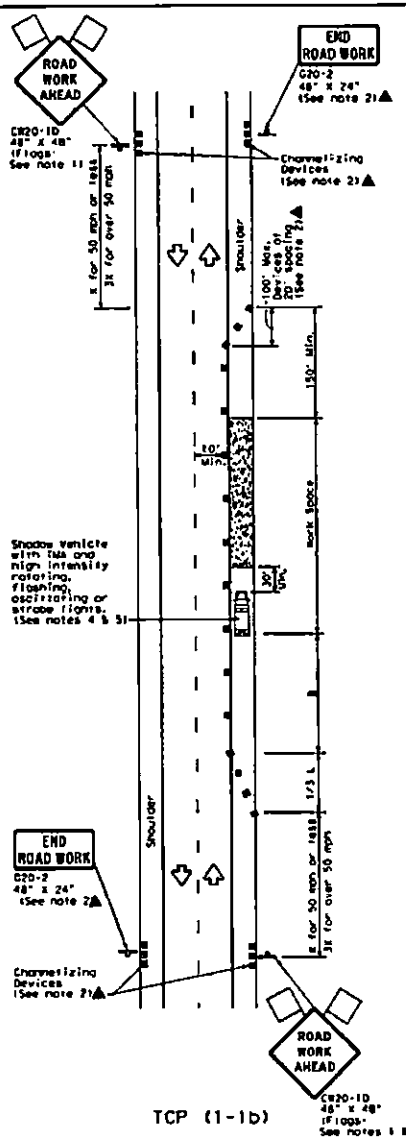
6. Natural Gas Distribution is a line that serves the final customer.



TCP (1-1a)

WORK SPACE NEAR SHOULDER

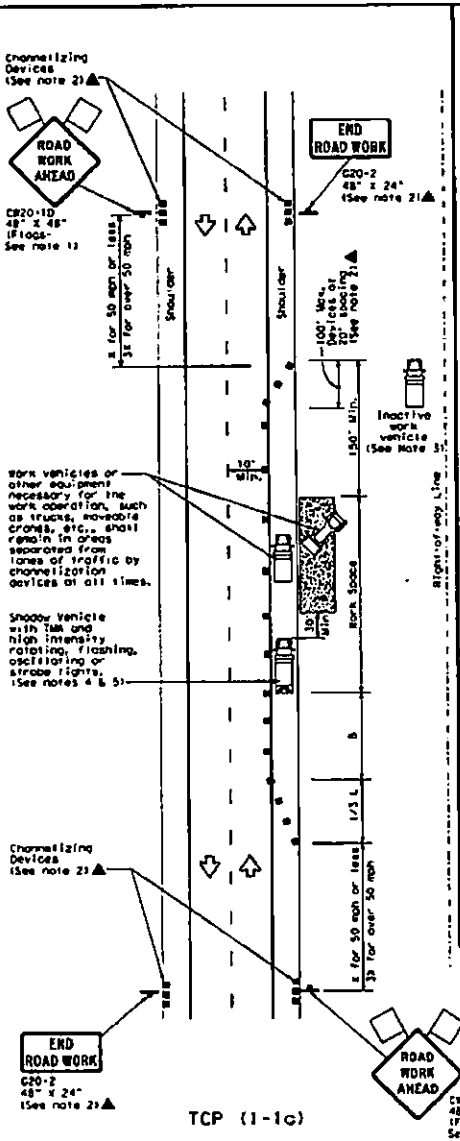
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER

Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed S	Formula	Minimum Desirable Taper Lengths * ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those signed with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect older work spaces.
6. See TCP(1-1)-18 for shoulder work on divided highways, expressways and freeways.
7. CW21-9 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
DISTRICT COUNTY				
2-95 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12				
5-97 2-12				

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2025-Comcast-Chick and Jones

DATE OF COURT MEETING: 12/9/2025

ITEM: Consider and take action on the Comcast utility permit to directional bore fiber optic conduit within the right-of-way and construct road bores under the following County Roads in Precinct 4:

- a. Chick Lane – 1,245 feet in ROW and 4 road bores
- b. Jones Road – 1 road bore

TO: Commissioners Court

FROM: Joe Salvato

DATE: 12/02/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:
Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Comcast plans to install 1,245 feet of 2-inch fiber optic conduit within the ROW of Chick Lane along with road bores of Chick Lane (4) and Jones Road (1)
Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 4 - Chick Lane and Jones Road

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Comcast-Chick-Jones.pdf	Utility Permit - Comcast - Chick Lane and Jones Road	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2025-Comcast-Chick and Jones

DATE OF COURT MEETING: 12/9/2025

ITEM: Consider and take action on the Comcast utility permit to directional bore fiber optic conduit within the right-of-way and construct road bores under the following County Roads in Precinct 4:

- a. Chick Lane – 1,245 feet in ROW and 4 road bores
- b. Jones Road – 1 road bore

TO: Commissioners Court

FROM: Joe Salvato

DATE: 12/02/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:
Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Comcast plans to install 1,245 feet of 2-inch fiber optic conduit within the ROW of Chick Lane along with road bores of Chick Lane (4) and Jones Road (1)
Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 4 - Chick Lane and Jones Road

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Comcast-Chick-Jones.pdf	Utility Permit - Comcast - Chick Lane and Jones Road	Backup Material

APPROVED

KYLE LACAL — 12/9/25
Date

Acting County Judge

NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS OF TELEPHONE FACILITIES AND DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now ___Comcast of Houston, LLC____ [company name], hereinafter referred to as "Company" a __Texas_____ [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Project – JB0001810082 / Fiber

Comcast proposes to place 2-inch SDR-11 HDPE fiber optic conduit at a minimum depth of 4 feet along with associated pedestals by directional boring within Brazos County right-of-way including road bores on the following County Roads:

Chick Lane – 1,245 feet in ROW and 4 road bores

Jones Road – 1 road bore

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within __10___ working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Comcast of Houston

Company Name

Justin Valentine

By:

Justin Valentine

Signature

Planning & Design Manager

Title

8590 West Tidwell Rd, Houston, TX, 77040

Address

Phone Number 281 - 889 - 5413

Email: justin_valentine@comcast.com
dwenta@quasar.us
kpiszczek@quasar.us
Shaneitra_Jones@comcast.com
ryan_hawkins@comcast.com

ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated December 1, 2025 except as noted below:

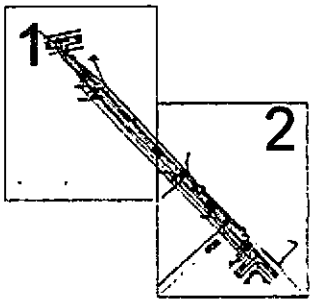
EXCEPTIONS: **None**

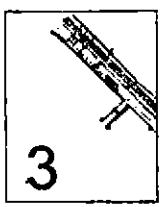
FOR

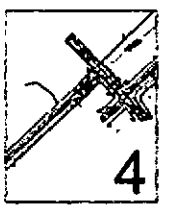
Brazos County Engineer



PREPARED BY: QUASAR, INC.	COMCAST IS BORING AND INSTALLING NEW CONDUIT WITHIN THE RIGHT-OF-WAY AND UTILITY EASEMENT OWNED BY THE BRAZOS COUNTY. TOTAL: 1380ft NO SCALE	N W E S	ENGINEERED FOR: COMCAST







PREPARED BY:

QUASAR, INC.

COMCAST IS BORING AND INSTALLING NEW CONDUIT WITHIN THE RIGHT-OF-WAY AND UTILITY EASEMENT OWNED BY THE BRAZOS COUNTY.
TOTAL: 1380ft

NO SCALE

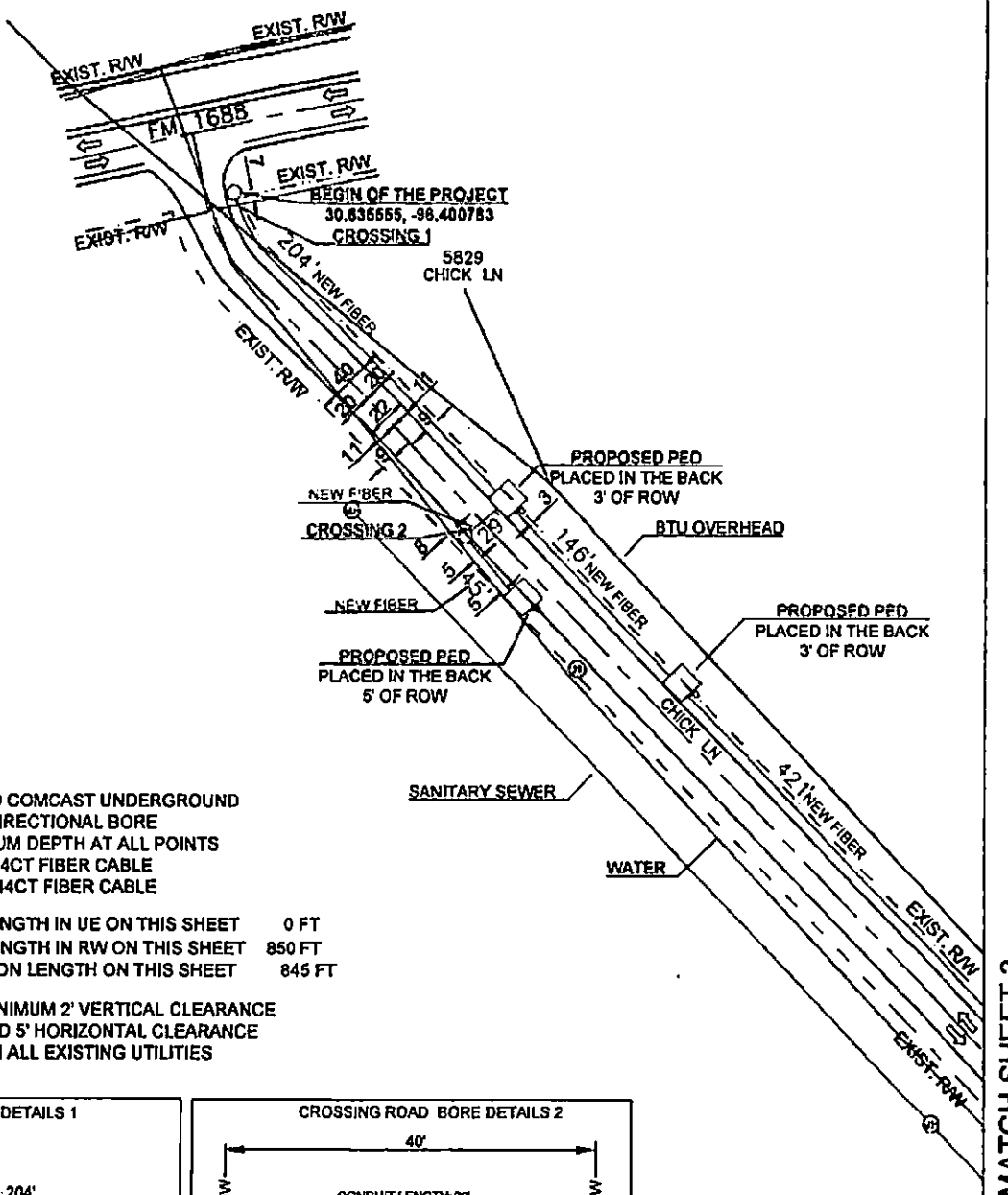
N
W
E
S

ENGINEERED FOR:

COMCAST

NO MATCH SHEET

NO MATCH SHEET

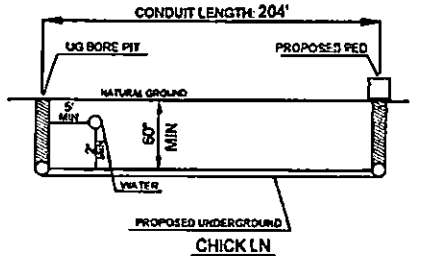


PROPOSED COMCAST UNDERGROUND
DIRECTIONAL BORE
4' MINIMUM DEPTH AT ALL POINTS
24CT FIBER CABLE
144CT FIBER CABLE

INSTALLATION LENGTH IN UE ON THIS SHEET	0 FT
INSTALLATION LENGTH IN RW ON THIS SHEET	850 FT
TOTAL INSTALLATION LENGTH ON THIS SHEET	845 FT

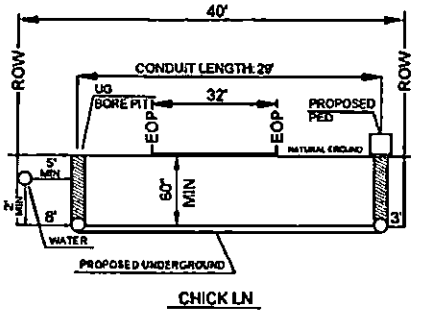
MAINTAIN MINIMUM 2' VERTICAL CLEARANCE
BELOW AND 5' HORIZONTAL CLEARANCE
FROM ALL EXISTING UTILITIES

CROSSING BORE DETAILS 1



CHICK LN

CROSSING ROAD BORE DETAILS 2



CHICK LN

NO MATCH SHEET

MATCH SHEET 2

PREPARED BY

QUASAR, INC.

LEGEND
RW - RIGHT OF WAY
EOP - EDGE OF PAVEMENT
DW - DRIVEWAY
PDW - PAVED DRIVEWAY

EXISTING POLE
PROPOSED PEDESTAL
WATER VALVE
FIRE HYDRANT
MANHOLE
STORM DRAIN
RIGHT OF WAY LINE
IRRIGATION LINE
WATER LANE
GAS LANE
EXISTING ANCHOR
25 PROPOSED RISER
PROPOSED COAXIAL CABLE
PROPOSED FIBER CABLE
PROPOSED DIRECTIONAL BORE
EXISTING CABLE
UTILITY EASEMENT
BTU UNDERGROUND
BTU OVERHEAD
SANITARY SEWER LANE
STORM SEWER LANE

NOTES:
BORE HOLE TO BE FILLED SAME DAY
VAULT HOLE TO BE FILLED SAME DAY
ALL HOLE TO BE TAMPED AND BOODED

ENGINEERED FOR:

COMCAST

BRAZOS COUNTY
CHICK LN
TRANSPORT FIBER

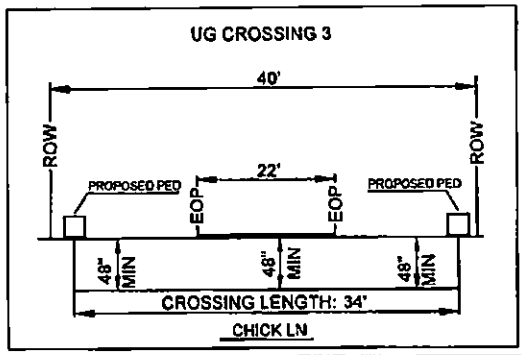
NO SCALE | SHEET 1 OF 4

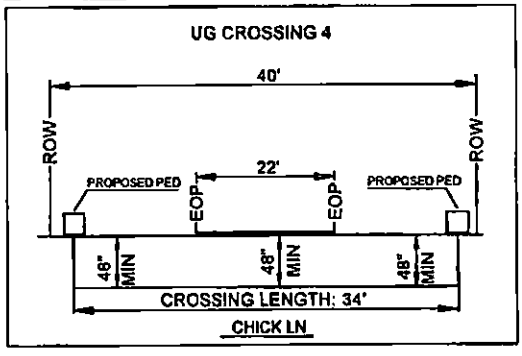
NO MATCH SHEET

PROPOSED COMCAST UNDERGROUND
DIRECTIONAL BORE
4' MINIMUM DEPTH AT ALL POINTS
24CT FIBER CABLE
144CT FIBER CABLE

INSTALLATION LENGTH IN UE ON THIS SHEET 0 FT
INSTALLATION LENGTH IN RW ON THIS SHEET 384 FT
TOTAL INSTALLATION LENGTH ON THIS SHEET 384 FT

MAINTAIN MINIMUM 2' VERTICAL CLEARANCE
BELOW AND 5' HORIZONTAL CLEARANCE
FROM ALL EXISTING UTILITIES





MATCH SHEET 1

NO MATCH SHEET

EXIST. R/W
EXIST. R/W
NEW FIBER
PROPOSED PED
PLACED IN THE BACK
3' OF ROW
PROPOSED PED
PLACED IN THE BACK
3' OF ROW
CROSSING 3
CHICK LN
285' NEW FIBER
WATER
SANITARY SEWER
BTU OVERHEAD
PROPOSED PED
PLACED IN THE BACK
3' OF ROW
NEW FIBER
CROSSING 4
PROPOSED PED
PLACED IN THE BACK
3' OF ROW
144' NEW FIBER
PROPOSED PED
PLACED IN THE BACK
3' OF ROW
BRAZOS COUNTY
CITY OF BRYAN
BTU UNDERGROUND
UE
EXIST. R/W
VIVA RD
EXIST. R/W
EXIST. R/W
UE
EXIST. R/W
UE

NO MATCH SHEET

PREPARED BY:
QUASAR, INC.

LEGEND
RW - RIGHT OF WAY
EOP - EDGE OF PAVEMENT
DW - DRIVEWAY
PDW - PAVED DRIVEWAY

EXISTING POLE
PROPOSED PEDESTAL
WATER VALVE
FIRE HYDRANT
MANHOLE
STORM DRAIN
RIGHT OF WAY LINE
IRRIGATION LINE
WATER LANE
GAS LANE
EXISTING ANCHOR
PROPOSED RISER
PROPOSED COAXIAL CABLE
PROPOSED FIBER CABLE
PROPOSED DIRECTIONAL BORE
EXISTING CABLE
UTILITY EASEMENT
BTU UNDERGROUND
BTU OVERHEAD
SANITARY SEWER LANE
STORM SEWER LANE

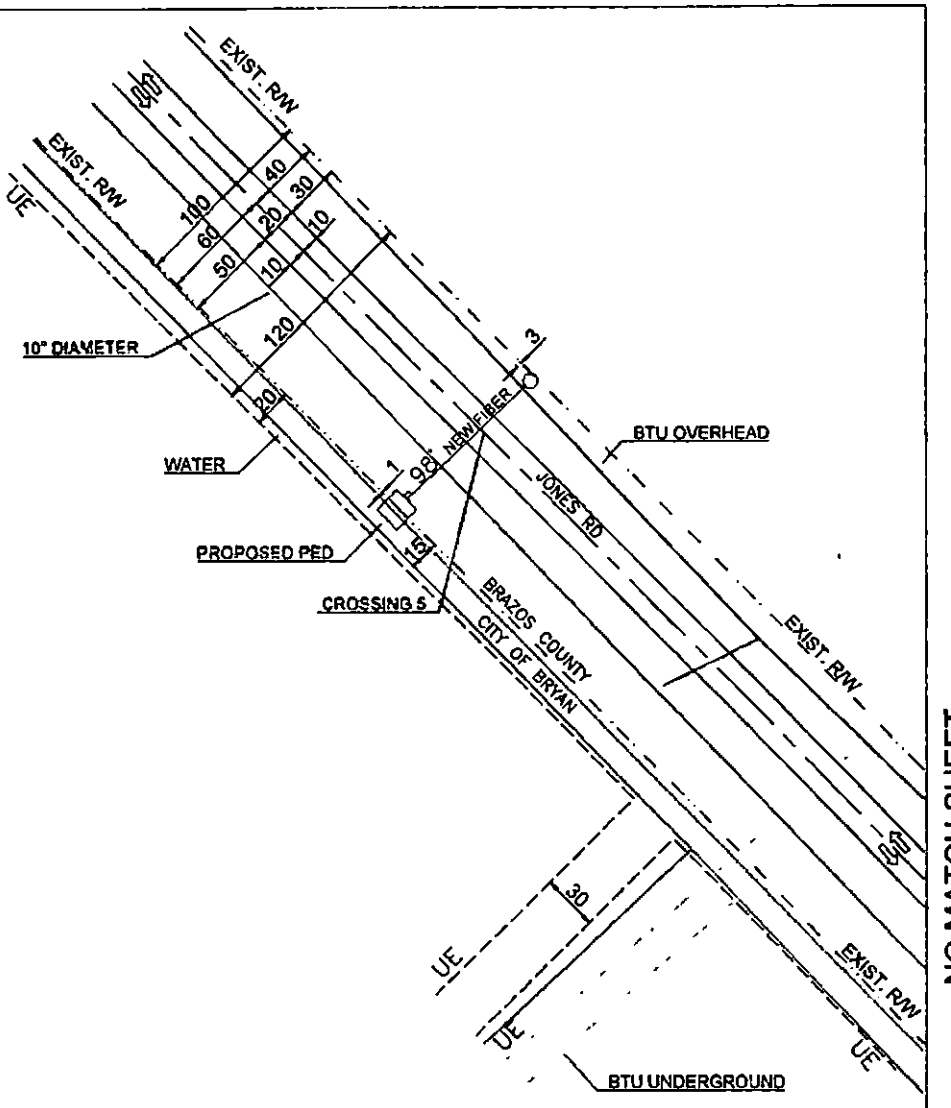
NOTES:
BORE HOLE TO BE FILLED SAME DAY
VAULT HOLE TO BE FILLED SAME DAY
ALL HOLE TO BE TAMPED AND BODDED

ENGINEERED FOR
COMCAST

BRAZOS COUNTY
CHICK LN
TRANSPORT FIBER

NO SCALE
SHEET 2 OF 4

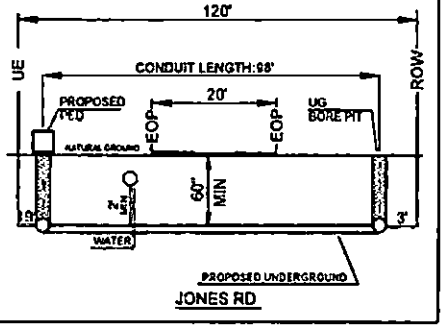
NO MATCH SHEET



NO MATCH SHEET

NO MATCH SHEET

CROSSING ROAD BORE DETAILS 5



PROPOSED COMCAST UNDERGROUND
DIRECTIONAL BORE
4' MINIMUM DEPTH AT ALL POINTS
24CT FIBER CABLE

INSTALLATION LENGTH IN UE ON THIS SHEET	1 FT
INSTALLATION LENGTH IN RW ON THIS SHEET	97 FT
TOTAL INSTALLATION LENGTH ON THIS SHEET	98 FT

MAINTAIN MINIMUM 2' VERTICAL CLEARANCE
BELOW AND 5' HORIZONTAL CLEARANCE
FROM ALL EXISTING UTILITIES

NO MATCH SHEET

PREPARED BY

QUASAR, INC.

EXISTING POLE
PROPOSED PEDESTAL
WATER VALVE
FIRE HYDRANT
MANHOLE
STORM DRAIN
RIGHT OF WAY LINE
IRRIGATION LINE
WATER LANE
GAS LANE
EXISTING ANCHOR
PROPOSED RISER
PROPOSED COAXIAL CABLE
PROPOSED FIBER CABLE
PROPOSED DIRECTIONAL BORE
EXISTING CABLE
UTILITY EASEMENT
BTU UNDERGROUND
BTU OVERHEAD
SANITARY SEWER LANE
STORM SEWER LANE

LEGEND:
RW - RIGHT OF WAY
EOP - EDGE OF PAVEMENT
DW - DRIVEWAY
PDW - PAVED DRIVEWAY

NOTES:
BORE HOLE TO BE FILLED SAME DAY
VAULT HOLE TO BE FILLED SAME DAY
ALL HOLE TO BE TAMPED AND SODDED

N W E S

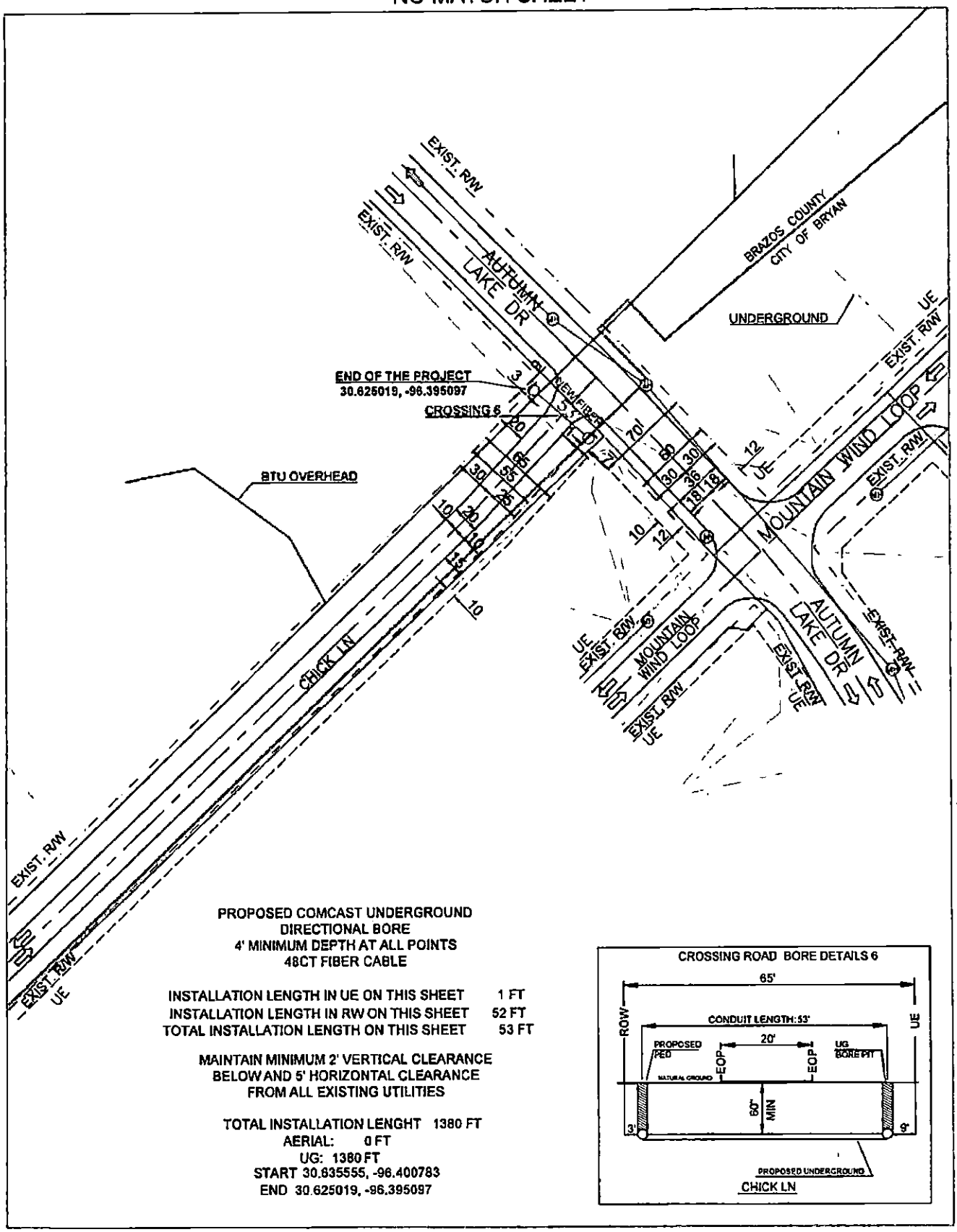
ENGINEERED FOR

COMCAST

BRAZOS COUNTY
JONES RD
TRANSPORT FIBER

NO SCALE | SHEET 3 OF 4

NO MATCH SHEET



NO MATCH SHEET

NO MATCH SHEET

PROPOSED COMCAST UNDERGROUND
DIRECTIONAL BORE
4' MINIMUM DEPTH AT ALL POINTS
48CT FIBER CABLE

INSTALLATION LENGTH IN UE ON THIS SHEET	1 FT
INSTALLATION LENGTH IN RW ON THIS SHEET	52 FT
TOTAL INSTALLATION LENGTH ON THIS SHEET	53 FT

MAINTAIN MINIMUM 2' VERTICAL CLEARANCE
BELOW AND 5' HORIZONTAL CLEARANCE
FROM ALL EXISTING UTILITIES

TOTAL INSTALLATION LENGHT 1380 FT
AERIAL: 0 FT
UG: 1380 FT
START 30.635555, -96.400783
END 30.625019, -96.395097

CROSSING ROAD BORE DETAILS 6

NO MATCH SHEET

PREPARED BY	LEGEND: EXISTING POLE, PROPOSED PEDESTAL, WATER VALVE, FIRE HYDRANT, MANHOLE, STORM DRAIN; RIGHT OF WAY LINE, BROCATION LINE, WATER LANE, GAS LANE, EXISTING ANCHOR, PROPOSED RISER; PROPOSED COAXIAL CABLE, PROPOSED FIBER CABLE, PROPOSED DIRECTIONAL BORE, EXISTING CABLE, UTILITY EASEMENT, BTU UNDERGROUND, BTU OVERHEAD, SANITARY SEWER LANE, STORM SEWER LANE		ENGINEERED FOR	BRAZOS COUNTY CHICK LN TRANSPORT FIBER
QUASAR, INC.	ROW - RIGHT OF WAY; EOP - EDGE OF PAVEMENT; DW - DRIVEWAY; PDW - PAVED DRIVEWAY NOTES: BORE HOLE TO BE FILLED SAME DAY; VAULT HOLE TO BE FILLED SAME DAY; ALL HOLE TO BE TAMPED AND SODDED		COMCAST	NO SCALE / SHEET 4 OF 4

BRAZOS COUNTY ROADWAY SAFETY AND ROAD PRESERVATION STANDARDS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.

2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.

3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.

4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.

5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.

6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.

2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.

3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.

4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.

5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
   a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
   b. If construction is within ten (10) feet of the roadway; or
   c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045.*

2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.

3. All underground installations shall (these are minimum depths – utility may place deeper):
   a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
   b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
   c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
   d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.

4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.

5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
   Power – 0-2 feet, nominally 1'
   Phone – 2-4 feet, nominally 3'
   Gas – 4-6 feet, nominally 5'
   Cable – 6-8 feet, nominally 7'

6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.

7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.

8. Crossings under a county road shall:
   a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
   b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
   c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.

9. Bore Pits
   a. no pits shall remain open longer than 2 days;

b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.

10. Any installation within ten (10) feet of edge of pavement shall meet the following:
    a. location must be approved by the County Engineer or his representative
    b. backfilled with cement stabilized material.
    c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
    d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
    e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
    f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.

11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.

12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.

13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.

14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
   - -diameter
   - -wall thickness
   - -material specification
   - -minimum yield strength
   - -maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

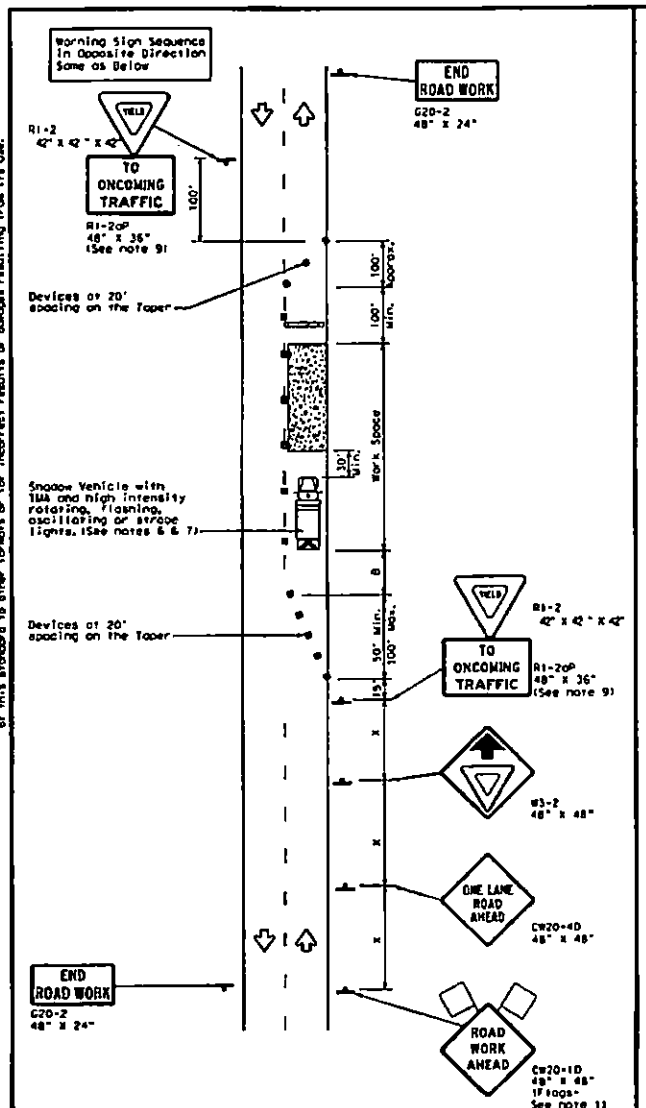
4. Petroleum Pipelines:

Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36"deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48"deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

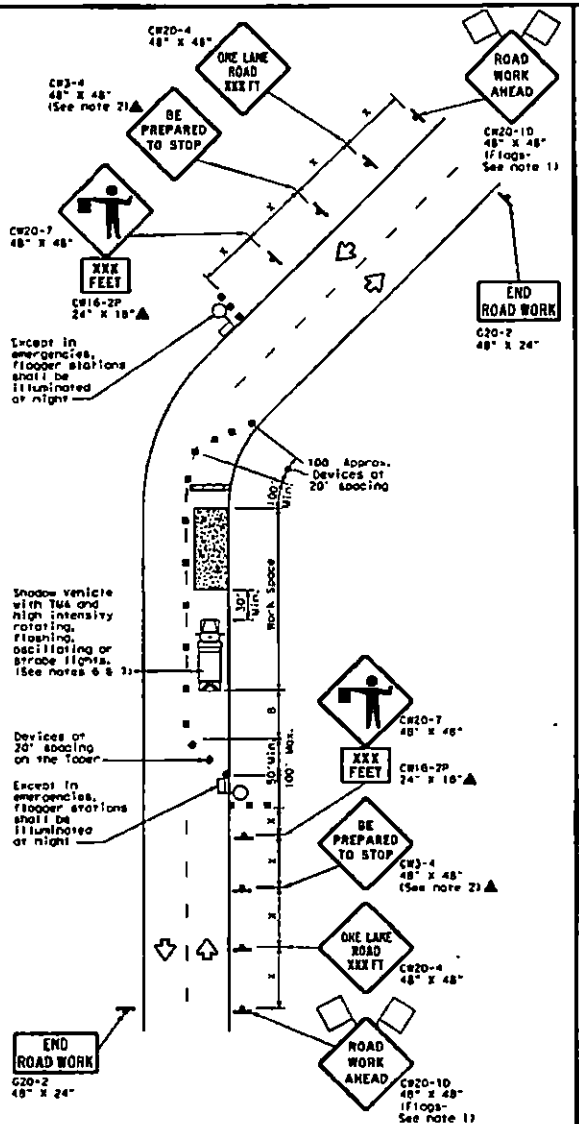
The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.



TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed MPH	Formula	Minimum Desirable Taper Lengths ## 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	L = WS²/60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45		450'	495'	540'	45'	90'	320'	195'	360'
50	L = WS	500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
15		750'	825'	900'	75'	150'	900'	540'	820'

Conventional Roads Only
Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Notes:
The contractor must notify the precinct at least 48 hours before a lane closure.

No lanes shall be closed during the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM Monday through Friday.

Texas Department of Transportation
Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP (2-2)-18

FILE: tcp2-2-18.dgn
©TxDOT December 1985
DATE:
FILE:
8-95 3-03
1-97 2-12
4-98 2-18

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2025-Utility Permit-Comcast-West 28th Street

DATE OF COURT MEETING: 12/9/2025

ITEM: Consider and take action on the Comcast utility permit to construct road bore under West 28th Street to provide internet services. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS:

Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Comcast plans to directional bore fiber optic conduit under West 28th Street
Brazos County has NO financial responsibility in project
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 4 - West 28th Street at intersection with Quality Park Lane

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Comcast-West_28th_Street.pdf	Utility Permit-Comcast-West 28th Street	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC-2025-Utility Permit-Comcast-West 28th Street

DATE OF COURT MEETING:	12/9/2025
ITEM:	Consider and take action on the Comcast utility permit to construct road bore under West 28th Street to provide internet services. Site is located in Precinct 4.
TO:	Commissioners Court
FROM:	Joe Salvato
DATE:	12/01/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	Department requesting agenda item: Road and Bridge Department impacted by agenda item: Road and Bridge Brief explanation of agenda item and if in current year budget: Comcast plans to directional bore fiber optic conduit under West 28th Street Brazos County has NO financial responsibility in project Consequences for failing to approve agenda item: Less customer choice for internet Deadline for agenda item approval: As soon as possible Site of work being performed: Precinct 4 - West 28th Street at intersection with Quality Park Lane

ATTACHMENTS:

File Name	Description	Type
Utility_Permit-Comcast-West_28th_Street.pdf	Utility Permit-Comcast-West 28th Street	Backup Material

APPROVED

12/9/25

KYLE KACAL — Date

Acting County Judge

NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS OF TELEPHONE FACILITIES AND DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Comes now Comcast of Houston, LLC [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Comcast of Houston, LLC plans to directional bore approximately 54 feet of fiber-optic cable (0' within UE and 54' in County ROW as road bores) consisting of one (1) 2" SDR-11 HDPE conduit with associated pedestals.

Project will include the installation of 24/96-count fiber-optic cable at a minimum depth of 4 feet along and across Quality Park Ln, West 28th St indicated on the attached drawings associated with the planned installation, beginning at coordinates 30.664760, -96.408928
and ending at coordinates 30.664869, -96.409009.

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 10 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Comcast of Houston LLC

Company Name

Justin Valentine

By:

Justin Valentine

Signature

Planning & Design Manager

Title

8590 West Tidwell Rd,Houston,Tx, 77040

Address

Phone Number 281-889-5413

Email:

dwenta@quasar.us
Justin_Valentine@comcast.com
shaneitra_jones@comcast.com
Ryan_Hawkins@comcast.com
kpiszczek@quasar.us

ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated December 1, 2025 except as noted below:

EXCEPTIONS: **None**

FOR

Brazos County Engineer



PREPARED BY: QUASAR, INC.	COMCAST IS BORING AND INSTALLING NEW CONDUIT WITHIN THE RIGHT-OF-WAY OWNED BY THE BRAZOS COUNTY. TOTAL: 54ft NO SCALE	N W E S	ENGINEERED FOR: COMCAST

NO MATCH SHEET

NO MATCH SHEET

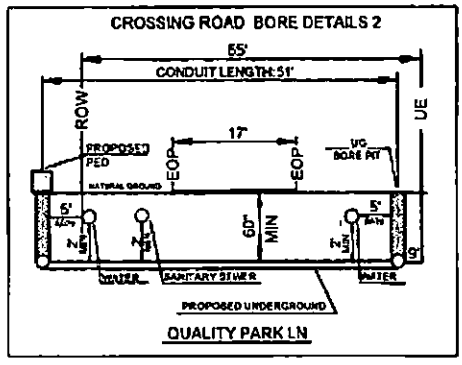
NO MATCH SHEET

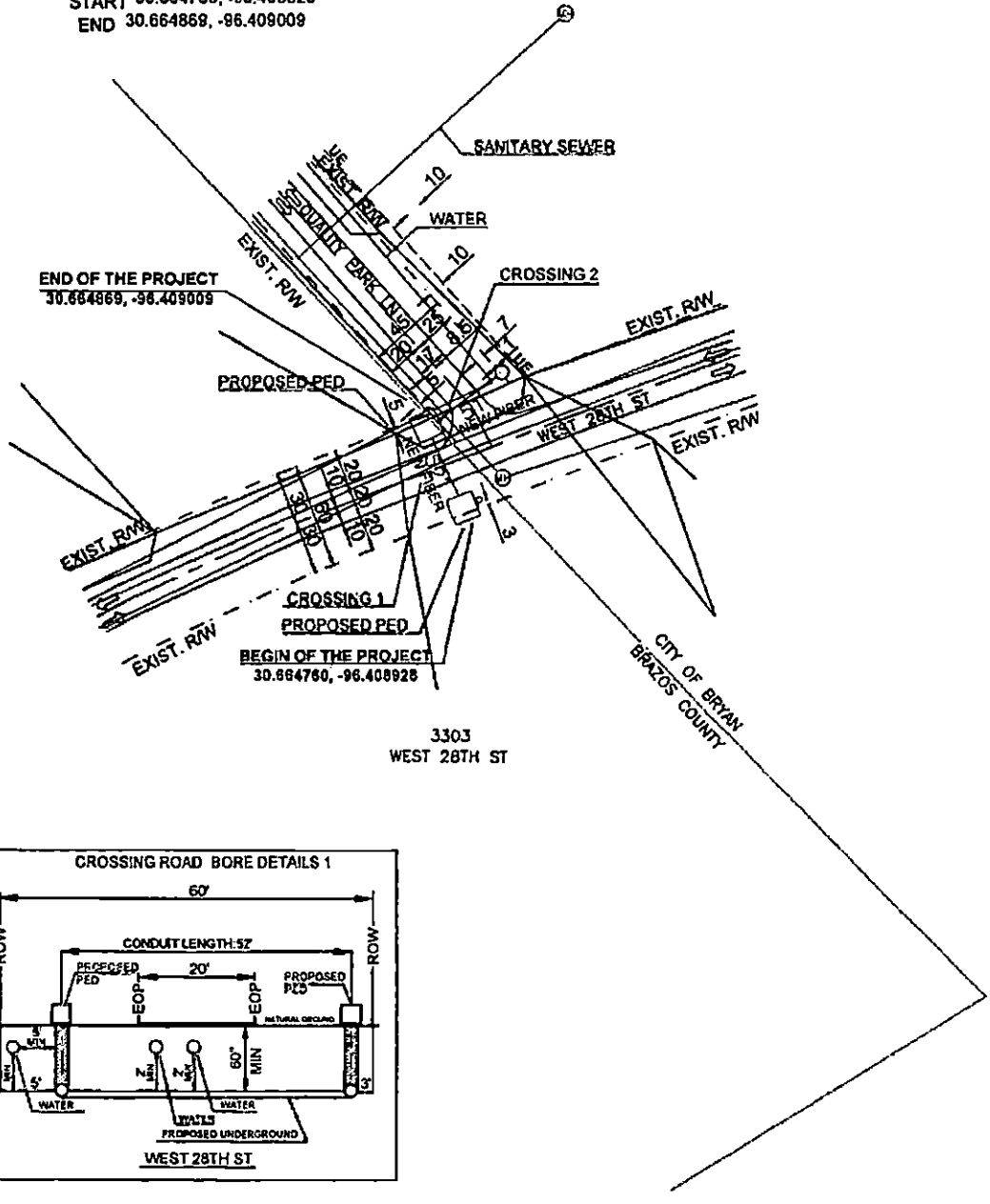
PROPOSED COMCAST UNDERGROUND
DIRECTIONAL BORE
4' MINIMUM DEPTH AT ALL POINTS
24CT FIBER CABLE
96CT FIBER CABLE

INSTALLATION LENGTH IN UE ON THIS SHEET 0 FT
INSTALLATION LENGTH IN RW ON THIS SHEET 54 FT
TOTAL INSTALLATION LENGTH ON THIS SHEET 54 FT

MAINTAIN MINIMUM 2' VERTICAL CLEARANCE
BELOW AND 5' HORIZONTAL CLEARANCE
FROM ALL EXISTING UTILITIES

TOTAL INSTALLATION LENGHT 54 FT
AERIAL: 0 FT
UG: 54 FT
START 30.664760, -96.408928
END 30.664869, -96.409009





PREPARED BY,	EXISTING POLE; PROPOSED PEDESTAL; WATER VALVE; MANHOLE; FIRE HYDRANT; RIGHT OF WAY LINE; SANITARY SEWER LINE; WATER LINE; GAS LINE; EXISTING ANCHOR; PROPOSED RISER; PROPOSED COAXIAL CABLE; PROPOSED FIBER CABLE; PROPOSED DIRECTIONAL BORE; EXISTING CABLE; UE - UTILITY EASEMENT; BTU UNDERGROUND; BTU OVERHEAD		ENGINEERED FOR	BRAZOS COUNTY WEST 28TH ST QUALITY PARK LN TRANSPORT FIBER	
QUASAR, INC.	LEGEND RW - RIGHT OF WAY EOP - EDGE OF PAVEMENT DW - DRIVEWAY PDW - PAVED DRIVEWAY	NOTES BORE HOLE TO BE FILLED SAME DAY VAULT HOLE TO BE FILLED SAME DAY ALL HOLE TO BE TAMPED AND SODDED	COMCAST	NO SCALE	SHEET 1 OF 1

BRAZOS COUNTY ROADWAY SAFETY AND ROAD PRESERVATION STANDARDS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.

2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.

3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.

4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.

5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.

6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.

2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.

3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.

4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.

5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
   a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
   b. If construction is within ten (10) feet of the roadway; or
   c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.

3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045.*

2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.

3. All underground installations shall (these are minimum depths – utility may place deeper):
   a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
   b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
   c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
   d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.

4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.

5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
   Power – 0-2 feet, nominally 1'
   Phone – 2-4 feet, nominally 3'
   Gas – 4-6 feet, nominally 5'
   Cable – 6-8 feet, nominally 7'

6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.

7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.

8. Crossings under a county road shall:
   a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
   b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
   c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.

9. Bore Pits
   a. no pits shall remain open longer than 2 days;

b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.

10. Any installation within ten (10) feet of edge of pavement shall meet the following:
    a. location must be approved by the County Engineer or his representative
    b. backfilled with cement stabilized material.
    c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
    d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
    e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
    f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.

11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.

12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.

13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.

14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
   - -diameter
   - -wall thickness
   - -material specification
   - -minimum yield strength
   - -maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.

3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

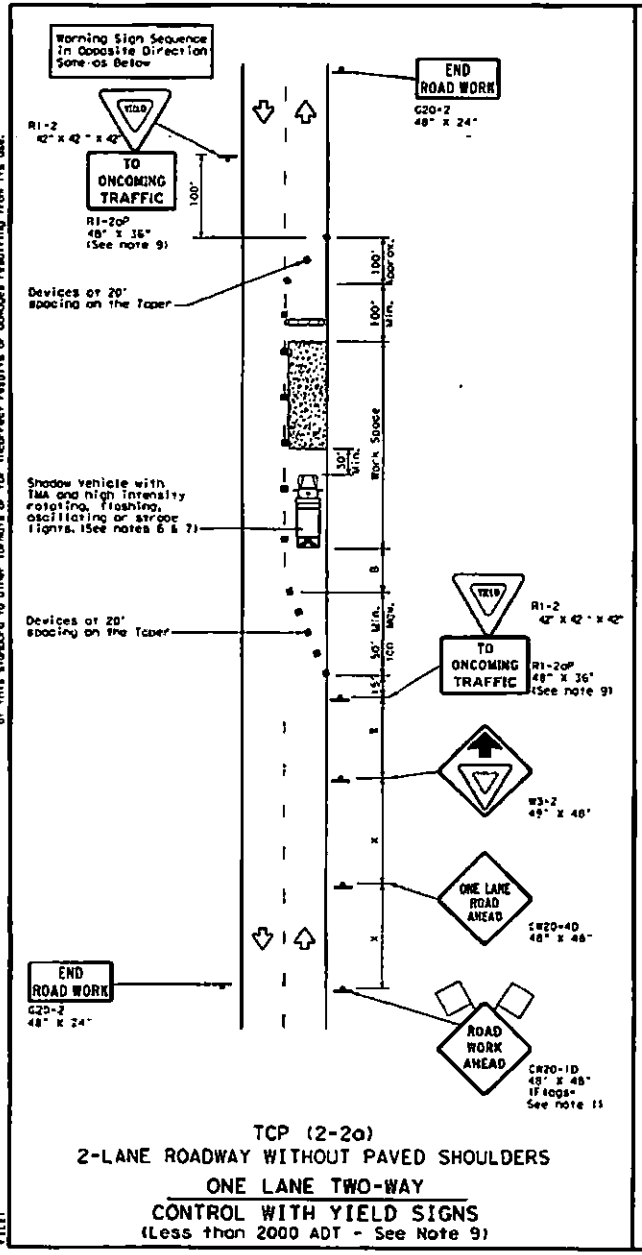
Type of Pipeline	Depth (below deepest ditch grade)	Special Requirements
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36"deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48"deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

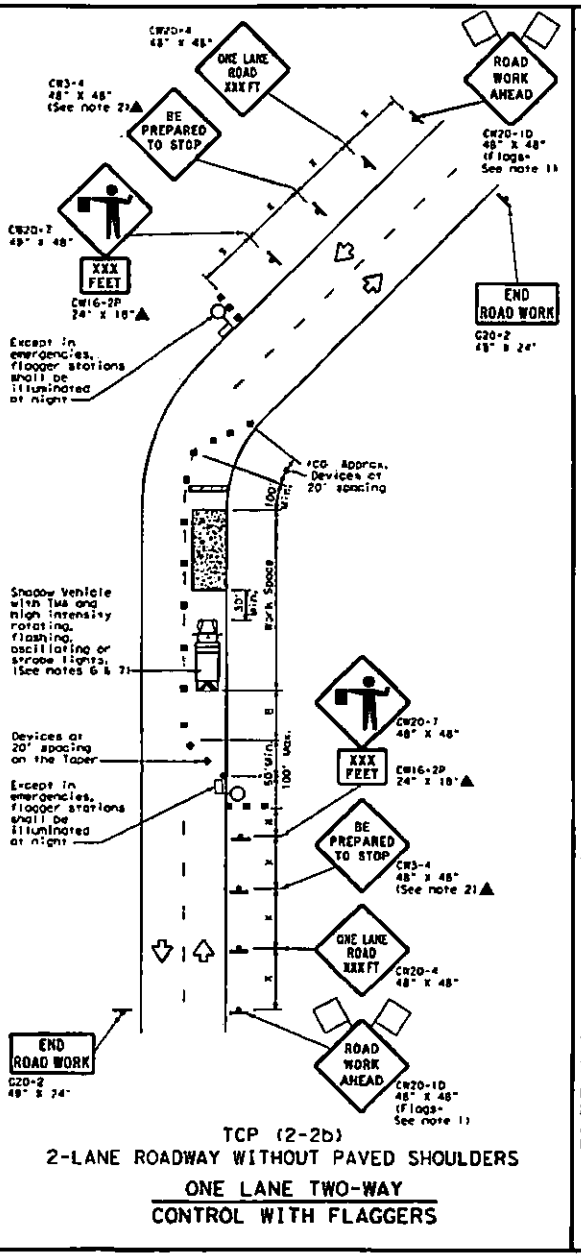
5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.

6. Natural Gas Distribution is a line that serves the final customer.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	$L=WS$	450	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	495'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The W3-4 "BE PREPARED TO STOP" sign may be installed after the W20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, near to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Notes:
The contractor must notify the precinct at least 48 hours before a lane closure.

No lanes shall be closed during the hours of 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM Monday through Friday.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(2-2)-18

FILE: tcp2-2-18.dgn	DN:	CK:	DW:
©TxDOT December 1985	CONT	SECT	JOB
REVISIONS 8-95 5-03 6-97 2-12 4-98 2-18	DIST	COUNTY	SHEET NO.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM:
- FY 25/26 Budget Amendments 5.01 - 5.03

TO: Commissioners Court

FROM: Nina Payne

DATE: 12/01/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name	Description	Type
5_Coversheet.pdf	FY 26 - 5 Coversheet	Cover Memo
5.01_-_5.03.pdf	FY 26 Budget Amendments 5.01 - 5.03	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2025-2026 BUDGET YEAR

NO. 25/26 5.01 – 5.03

On this the 9th day of December 2025 at a regular meeting of the Commissioners' Court, the following members were present:

A. Kyle Kacal, Acting County Judge
B. Bentley Nettles, Commissioner, Precinct 1
C. Chuck Konderla, Commissioner, Precinct 2
D. Fred Brown, Commissioner, Precinct 3
E. Wanda Watson, Commissioner, Precinct 4
F. Karen McQueen, County Clerk

The following proceedings were held:

THAT WHEREAS, on the 9th day of December 2025 the Court heard and approved a budget amendment(s) for the 2025-2026 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 9 September 2025, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 9th day of December 2025.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By:_____
Kyle Kacal, Acting County Judge

Original: County Clerk's Office and
Attached to the original budget

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 5.01
12/9/2025

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Contingency	Expenditure		40,000.00
General Fund	Jail Correctional Medicine - Administration	Professional Services	Expenditure	40,000.00	

General Fund

Reallocation of funds to the appropriate account to cover the cost of short term professional staffing in Jail-Medical. Currently there are several open positions for nursing staff with Texas Board of Nursing Licensure, like Registered Nurse and Licensed Vocation Nurse. The current contract for short term Professional Staffing was approved by Commissioners Court on February 11, 2025.

	SAM
Date:	11/6/2025

	12/9/25
ACTING County Judge Approval	Date

For Oracle Entry Only					
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
01000	11001500	61130000	(40,000.00)		
01000	29002800	72590000	40,000.00		

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 5.01

Agenda Date: 12/9/2025

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount
1000 General Fund	11001500 Contingency	61130000 Contingency	$ 40,000.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total: $ 40,000.00
TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	29002800 Jail Correctional Medi	72590000 Professional Fees - O	$ 40,000.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total: $ 40,000.00
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds to the appropriate account to cover the cost of short term professional staffing in Jail-Medical. Currently, there are several open positions for nursing staff with Texas Board of Nursing Licensure, like Registered Nurse and Licensed Vocation Nurse. The current contract for Short Term Professional Staffing was approved by Commissioner's Court on February 11, 2025.

File and Documentation

File Upload

Upload

2025-02-11 Contract #25-104 Short Term Professional Staffing.pdf 111.78KB

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

PARTICIPATING ADDENDUM
MASTER AGREEMENT CONTRACT NUMBER: 16111

Acro Service Corporation
(hereinafter "Contractor")

and

The County of Brazos, Texas

This Participating Addendum ("PA") is by and between the County of Brazos, Texas, and Acro Service Corporation, (hereinafter referred to as "Contractor"), (hereinafter, County of Brazos, Texas and the Contractor are referred to collectively as "the Parties" or individually as a "Party). County of Brazos, Texas is entering into this PA in accordance with the cooperative procurement contract awarded to Contractor by the Office of State Procurement for Maricopa County, AZ (Maricopa County) pursuant to a competitive bidding process conducted by Maricopa County in partnership with OMNIA Partners.

1. MARICOPA COUNTY CONTRACT TERM: The current term of the contract awarded to Contractor by Maricopa County for Staffing Services and Related Services, contract number 16111 (the "Master Agreement"), ends December 31, 2025.
2. EFFECTIVE DATE AND TERM OF PARTICIPATING ADDENDUM: This PA shall be effective when signed by the Parties and its term shall run through the termination of the Master Agreement or until the termination of this PA, whichever occurs earlier.
3. SCOPE: County of Brazos, Texas is eligible to procure services and commodities, as specified in this PA, for use by state agencies and other entities located in the State of Texas as authorized by Texas law to utilize cooperative contracts.
4. DOCUMENTS COMPRISING PARTICIPATING ADDENDUM AND ORDER OF PRECENCE: This Participating Addendum is comprised of the following documents and, in the event of a conflict in these documents, shall be resolved by giving precedence in the following order:
   a) Master Service Agreement No. 16111
   b) This Participating Addendum
   c) Exhibit A, Acro's Offer, including pricing
5. COMPENSATION: Contractor shall be paid as set forth in Exhibit B.

This Participating Addendum (including all exhibits) constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Participating Addendum may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the Parties have each caused a duly authorized representative to execute this Participating Addendum on the date set forth below.

ACRO SERVICE CORPORATION

Signature:_____

Print Name:_____

Title:_____

Date:_____

County of Brazos, Texas

Signature:_____

Printed Name: Chuck Kaderka

Title: Presiding Judge

Date: 2/11/25

Exhibit A – Acro's Offer

Maricopa County
Serial 16111-RFP: Staffing Services and Related Services and Solutions
Exhibit A: Acro Offer
Pricing Sheet
Medical

1. For any job positions that you offer which are not listed here, please use a separate sheet to provide
2. If your company prefers to price major metropolitan areas separately please do so on a separate
3. Note: Overtime bill rates are calculated as 1.4 multiplied by the straight time bill rates. Should a Participating Public Agency have additional specific overtime requirements, your company has the ability to charge for these additional requirements as a pass through with no additional markup.

All States

Position Category	Job Position	NTE Straight Time Bill Rate	NTE Overtime Bill Rate
Medical	Certified Nurses Aide I / 1-2 years of exp.	$ 27.23	$ 38.12
Medical	Certified Nurses Aide II / 2-3 years of exp.	$ 29.04	$ 40.66
Medical	Certified Nurses Aide III / 3-5 years of exp.	$ 30.86	$ 43.20
Medical	Counselor I / 1-2 years of exp.	$ 43.56	$ 60.98
Medical	Counselor II / 2-3 years of exp.	$ 47.19	$ 66.07
Medical	Counselor III / 3-5 years of exp.	$ 50.82	$ 71.15
Medical	Counselor Manager	$ 63.53	$ 88.94
Medical	Dental Assistant	$ 43.56	$ 60.98
Medical	Dental Hygienist	$ 70.79	$ 99.11
Medical	Dentist	$ 145.20	$ 203.28
Medical	Direct Service Associate I / 1-2 years of exp.	$ 27.23	$ 38.12
Medical	Direct Service Associate II / 2-3 years of exp.	$ 29.04	$ 40.66
Medical	Direct Service Associate III / 4 years of exp.	$ 30.86	$ 43.20
Medical	Direct Service Associate III / 5 years of exp.	$ 32.67	$ 45.74
Medical	Direct Service Associate IV / 5+ years of exp.	$ 34.49	$ 48.29
Medical	Health Care Compliance Specialist I / 1-2 years of exp.	$ 47.19	$ 66.07
Medical	Health Care Compliance Specialist II / 2-3 years of exp.	$ 50.82	$ 71.15
Medical	Health Care Compliance Manager / 3+ years of exp.	$ 63.53	$ 88.94
Medical	Health Care Manager	$ 68.06	$ 95.28
Medical	Health Care Technician	$ 36.30	$ 50.82
Medical	Health Care Technologist I / 1-2 years of exp.	$ 40.84	$ 57.18
Medical	Health Care Technologist II / 2-3 years of exp.	$ 45.38	$ 63.53
Medical	Health Care Technologist III / 3-5 years of exp.	$ 49.91	$ 69.87
Medical	Laboratory and Research Aide	$ 34.49	$ 48.29
Medical	Laboratory and Research Technician	$ 40.84	$ 57.18
Medical	Laboratory and Research Specialist I	$ 47.19	$ 66.07
Medical	Laboratory and Research Specialist II (Advance-Expert)	$ 52.64	$ 73.70
Medical	Laboratory and Research Specialist II (Supervisor)	$ 54.45	$ 76.23
Medical	Laboratory and Research Manager	$ 68.06	$ 95.28
Medical	Licensed Practical Nurse I / 1-2 years exp.	$ 43.56	$ 60.98
Medical	Licensed Practical Nurse II / 3-5 years exp.	$ 47.19	$ 66.07

Medical	Medical Doctor	$ 163.35	$ 228.69
Medical	Nurse Practitioner / 1-2 years exp.	$ 86.21	$ 120.69
Medical	Nurse Practitioner II / 3-5 years exp.	$ 95.29	$ 133.41
Medical	Nurse Practitioner III / 5+ years exp.	$ 104.36	$ 146.10
Medical	Pharmacy Technician	$ 36.30	$ 50.82
Medical	Pharmacist	$ 108.90	$ 152.46
Medical	Physical Therapist	$ 77.14	$ 108.00
Medical	Physician Assistant	$ 90.75	$ 127.05
Medical	Program Administration Specialist I - Nutritionist & Dietitian	$ 54.45	$ 76.23
Medical	Psychologist I / Psychology Associate I / 1-2 years of exp.	$ 63.53	$ 88.94
Medical	Psychologist II / Psychology Associate II / 2-3 years of exp.	$ 68.06	$ 95.28
Medical	Psychologist III / Psychology Associate III / 3-5 years of exp.	$ 72.60	$ 101.64
Medical	Psychology Manager / 5+ years of exp.	$ 81.68	$ 114.35
Medical	Registered Nurse I / 1-2 years exp.	$ 63.53	$ 88.94
Medical	Registered Nurse II / 3+ years exp.	$ 68.06	$ 95.28
Medical	Registered Nurse III / 5+ years exp.	$ 72.60	$ 101.64
Medical	Registered Nurse Manager I / 1-3 years exp.	$ 77.14	$ 108.00
Medical	Registered Nurse Manager II 3-5 years exp.	$ 81.68	$ 114.35
Medical	Therapist Assistant / Therapist I	$ 49.91	$ 69.87
Medical	Therapist I / 1-2 years of exp.	$ 54.45	$ 76.23
Medical	Therapist II / 2-3years of exp.	$ 58.99	$ 82.59
Medical	Therapist II (SLP/Aud)	$ 63.53	$ 88.94
Medical	Therapist III / 3-5 years of exp.	$ 68.06	$ 95.28
Medical	Therapist Manager I	$ 77.14	$ 108.00
Medical	Therapist Manager II	$ 81.68	$ 114.35
Medical	Misc - Positions not listed elsewhere	$ 184.65	$ 258.51

** Overtime wage rates will fluctuate with pay rates and will be equal to 150% of straight-time pay rates for non-exempt employees. Overtime bill rates for non-exempt employees will apply a 24% markup to the overtime wage rates. For example, a non-exempt employee earning a straight-time wage of $15 per hour will earn $22.50 per hour when working overtime ($22.50 = $15.00 x 150%). The overtime bill rate for this employee will be $27.90 ($27.90 = $22.50 x 124%).*

Note: The bill rates and markups implied therefrom presented above include costs related to the "Affordable Care Act", but exclude certain statutory business and payroll costs that are imposed by some states and local government entities. Such costs include, for example, but are not limited to, Sales Taxes, WA Business and Occupational Tax, Ohio Commercial Activity Tax, San Francisco Payroll Expense Tax, Mandatory Paid Time Off for Illness ("Sick Time"), and other levies on business activity. These costs will be billed separately as incurred, based on actual costs, with no markup. Should any current statutory costs increase substantially or should new statutory costs be mandated, Acro reserves the right to pass the burden of such cost increases through to clients as incurred, based on actual costs, with no markup.

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 5.02
12/9/2025

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Contingency	Expenditure		25,200.00
General Fund	Facilities Services - Parking Garage	Repairs and Maintenance	Expenditure	6,400.00	
General Fund	Facilities Services - Parking Garage	Repairs and Maintenance	Expenditure	18,800.00	

General Fund

Reallocation of funds to the appropriate accounts to cover the replacement of lights and signs, and maintenance on elevator in the parking garage.

	SAM
Date:	11/6/2025

ACCEPTED **County Judge Approval**	12/9/25 **Date**

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
01000	11001500	61130000	(25,200.00)		
01000	17000300	65053000	6,400.00		
01000	17000300	65300000	18,800.00		

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 5.02

Agenda Date: 12/9/2025

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount
1000 General Fund	11001500 Contingency	61130000 Contingency	$ 25,200.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total: $ 25,200.00
TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	17000300 Facilities Services - P.	65053000 Electrical System Mai	$ 6,400.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	17000300 Facilities Services - P.	65300000 Elevator Maintenance	$ 18,800.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total: $ 25,200.00
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds to the appropriate accounts to cover the replacement of lights and signs, and maintenance on elevator in the parking garage.

File and Documentation

File Upload

Upload

PO 260000536 - Garage Parking Lights.pdf	14.68KB
T-0009136792-BRAZOS COUNTY CSCD .pdf	1.26MB

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

Purchase Order 260000536

Order Date	OCT-07-2025
Change Order	0
Change Order Date	OCT-07-2025
Revision	0
Ordered	$6,400.00

Supplier: Dealers Electrical Supply
PO Box 2535
Waco, TX 76702

Department Name: Purchasing

Bill To: Brazos County
P.O. Box 914
Bryan, TX 77803

Ship To: Facilities Services
206 North Washington Ave.
Bryan, Texas 77803

Contract No.

Approver: Presley Nelson

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	262	Net 30	Delivered	Brazos County	Best

Deliver To Contact
Shelley Turek
E-mail: STurek@brazoscountytx.gov
Phone 1-979-361-4460

Line	Item	Quantity	UOM	Unit Price	Extended Price
1	#RAB VAN34-90W/480 70W LED CNPY LT (SPECIAL ORDER - LIGHTS/PARKING GARAGE) **Notes** BUY BOARD #756-24 PO Charge Account: 01000.17000300.65053000.00000.0000.000000 Extended price: $4500 Project Number:	20	Each	225.00	$4,500.00
2	RAB EM34 O.33W BAT UNIT (WALL MOUNT BATTERY OPERATED LIGHT /PARKING GARAGE) (SPECIAL ORDER) PO Charge Account: 01000.17000300.65053000.00000.0000.000000 Extended price: $400 Project Number:	20	Each	20.00	$400.00
3	RAB EXITEDGE-1G/E EXIT SIGN (SPECIAL ORDER - PARKING	20	Each	75.00	$1,500.00

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

Purchase Order 260000536

Line	Item	Quantity	UOM	Unit Price	Extended Price
	GARAGE)				
	PO Charge Account	Extended price			
	01000.17000300.65053000.00000.0000.000000	$1500			
	Project Number:				
			Total	$6,400.00	

BRAZOS COUNTY IS EXEMPT FROM SALES TAX

Terms & Conditions are applicable to all purchases and can be found on www.brazoscountytx.gov under Departments, then Purchasing.

11/24/2025

BRAZOS COUNTY AUDITORS OFFICE
PO BOX 914
BRYAN, Texas 77806-0914

ATTN: Bob Lamkin

KONE Inc.
15800 International Plaza Dr, Ste. 150
Houston, Texas 77032
Tel: +12814426619
Fax: +12814499795
www.kone.us
michael.nabors@kone.com

Re: BRAZOS COUNTY CSCD - Replace traveling cable

Equip	Inventory Number	Address
45878358	GARAGE 4	301 EAST 26TH ST 77803-5338 BRYAN

We propose to furnish and install the labor, materials, tools and supervision to perform the following work:

Description
Equipment: 45878358
Replace traveling cable due to water damage on the garage 4 elevator.

Price

Our total price to perform the above-mentioned work amounts to: $18,782.00, plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

PURCHASER ACCEPTANCE: The proposal is hereby signed and accepted on behalf of BRAZOS COUNTY AUDITORS OFFICE

_____
(Purchaser Signature)

_____
(Print Name)

_____
(Print Title)

Date: _____/_____/_____

Respectfully submitted by,
KONE Inc.

Mike Nabors, Sales Consultant

_____
(Approved By) Authorized Representative

_____
Title

Date: _____/_____/_____

KONE TERMS & CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. Further, KONE shall be entitled to an adjustment in the price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 11/, % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. KONE shall be entitled to an adjustment in the Price, including but not limited to any increased costs of materials, resulting from any change in law (by legislation, executive order, treaty, or other similar means), or any increase in duties or tariffs on imported materials, raw materials, and/or finished goods, whether imposed by domestic or foreign governments.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with. A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. KONE's work shall not include any abatement or disturbance of asbestos-containing material (ACM), presumed asbestos-containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal, abatement, or delays caused by such, required for KONE to perform its work shall be the Customer's sole responsibility and expense. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated. KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OFTI'IE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEA TH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.
It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed and shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.
The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 5.03
12/9/2025

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Contingency	Contingency	Expenditure		9,000.00
General Fund	Facilities Services - Parking Garage	Contractual Services	Expenditure	9,000.00	

General Fund

Reallocation of funds to the appropriate account to cover the monthly elevator contract for five elevators on the parking garage. Amount was unknown at the time of budget adoption.

	SAM
Date:	11/6/2025

ACTING County Judge Approval — Date: 12/9/25

For Oracle Entry Only

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME
01000	11001500	61130000	(9,000.00)	
01000	17000300	71025000	9,000.00	

BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number: 5.03

Agenda Date: 12/9/2025

Fiscal Year: October 1 - September 30 2026

Requesting Department: BUDGET OFFICE

Requestors Name: Nina Payne

DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	DECREASE EXPENDITURE(S):	From: Amount
1000 General Fund	11001500 Contingency	61130000 Contingency	$ 9,000.00
From: Fund Number	From: Division Name	From: Account Number	AMOUNT OF DECREASE

Total $ 9,000.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	INCREASE EXPENDITURE(S):	To: Amount
1000 General Fund	17000300 Facilities Services - P.	71025000 Contract Services	$ 9,000.00
To: Fund Number	To: Division Name	To: Account Number	AMOUNT OF INCREASE

Total $ 9,000.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclasify budget to proper accounts:

Reallocation of funds to the appropriate account to cover the monthly elevator contract for five elevators in the parking garage. Amount was unknown at the time of budget adoption.

File and Documentation

File Upload

Upload

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM:
- Approval of Personnel Change of Status

TO: Commissioners Court

DATE: 12/02/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Personnel Action Forms (PAFs). A list of departments is included on the attached coversheet. All positions have been reviewed and verified that they fall within budget guidelines. Consequence of non-approval would be to the employee pay and/or position.

ATTACHMENTS:

File Name	Description	Type
Cover_Sheet.pdf	Cover Sheet	Cover Memo

Personnel Change of Status

(Dec 2, 2025)

Commissioners' Court Date: 12-09-2025
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
Brazos Center - Administration	Cowden, Joseph
County Agriculture Extension - Administration	Cavazos, Cailynn
County Treasurer - Administration	Smith, Krystle
Jail Correctional Medicine - Administration	Jones, Justin
Jail Correctional Medicine - Administration	Stokes-Hardin, Kimberly
Jail Correctional Medicine - Administration	Wright, Zackery
Justice of Peace - Precinct 2 - Administration	Fajardo, Vivian
Sheriff Office - Jail Administration	Thomas, Derek
T.I.D.C. - Public Defender Juvenile & Appellate Expansion 212-26-C14	Buenger, Amanda

Separations

Department Name	Employee Name
Collections - Administration	Browning-Olcott, Brittany
District Attorney - Administration	Andreski, Adam
District Attorney - Administration	Logsdon, Joshua
Exposition Complex - Administration	Howard, Patrick
Fair Administration	Johnson, Melissa
Fleet Shop - Heavy Equipment	Krause, Cameron
Jail Correctional Medicine - Administration	Velazquez, Stephanie
Road & Bridge - Administration	Reyna, Pedro
Sheriff Office - Jail Administration	Simmons, Roger

Personnel Action Forms

Department Name	Employee Name
County Specialty Court Program	Younis, Stephanie
Juvenile Services - Administration Community Based	Medina, Jose
Landscaping	Perez, Hector
Landscaping	Smithey, Russell
Fleet Shop - Light Equipment	Holloway, Dwayne

Sheriff Office - Administration	Alford, Christian
Sheriff Office - Administration	Donaldson, Dillon
Sheriff Office - Administration	Greiner, Christopher
Sheriff Office - Administration	Hejl, Jason
Sheriff Office - Administration	James, Jonathan
Sheriff Office - Administration	Wells, Christina
Sheriff Office - Jail Administration	Briehn, Caleb
Sheriff Office - Jail Administration	Bolf, Michael
Sheriff Office - Jail Administration	Brown, TraVaris
Sheriff Office - Jail Administration	Contestabile, Cordell
Sheriff Office - Jail Administration	Davis, Jason
Sheriff Office - Jail Administration	Dill, Johnathan
Sheriff Office - Jail Administration	Dodgen, Kenneth
Sheriff Office - Jail Administration	Guthrie, Jordan
Sheriff Office - Jail Administration	Jurk, Elizabeth
Sheriff Office - Jail Administration	McClish, Abigail
Sheriff Office - Jail Administration	Rudd, Nicholas
Sheriff Office - Jail Administration	Russell, David
Sheriff Office - Jail Administration	Scroggins, Joseph
Sheriff Office - Jail Administration	Segura, Rosalinda
Sheriff Office - Jail Administration	Terrazas, Jonathan
Sheriff Office - Jail Administration	Walker, Tayler
TJJD - Pre & Post Adjudication - Detention	Jackson-Cryer, Danielle

Approved in Commissioners' Court: 12-09-2025

County Judge's or Commissioner's Signature: _____

KYLE KACAL
ACTING COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM:
- Approval of Payment of Claims

TO: Commissioners Court

DATE: 12/03/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Bill_List_Commissioners_Court_PUBLIC_12.09.25.pdf	Bill List Public	Backup Material

Commissioners Court Approval of Claims Summary

December 9, 2025

Accounts Payable

Payment Date	Amount	Beginning	Ending	Type
11/25/2025	$ 3,292.16	8213149	8213155	Utilities & Credit Card Bills
12/9/2025	$ 954,905.80	8213156	8213251	AP
11/25/2025	$ 466.54	9206372	9206372	Utilities & Credit Card Bills
12/3/2025	$ 3,030.06	9206373	9206377	Travel Advance
12/9/2025	$ 4,027,397.11	9206378	9206442	AP

Jury

Payment Date	Amount
11/25/2025	$ 5,920.00

Payroll

Payment Date	Amount	Type
11/26/2025	$ 2,100,445.48	Biweekly

Wire/ TexNet

Payment Date	Amount	Number	Description
12/2/2025	$ 148,430.17	2026-24	LPPF
11/26/2025	$ 1,027.88	2026-25	Roth 457(b)
11/26/2025	$ 6,063.96	2026-26	Child Support

Pursuant to Order 25-027 certain claims are approved for payment by the Commissioners Court if approved through the audit process. Payments are then presented to Commissioners Court at a subsequent meeting. These include Payroll and payroll related claims, utilities and telecommunications services, and credit card bills.

ATTEST:

Karen McQueen
County Clerk

APPROVED:

Kyle Kacal
Acting County Judge

12/9/25
Date

Bill List Commissioners Court
Time run: 12/3/2025 10:04:41 AM

Payment Date 11/25/2025

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/25/2025	01000-11000500-60350000-00000-0000-000000	General Fund-Non\-Departmental-Food and Food Supplements-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260001190	000085	299.33
	01000-19000100-61295000-00000-0000-000000	General Fund-District Attorney \- Administration-Employment Investigations-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260001273	UZTX-6G7V6G	11.21
	01000-19010000-60600000-00000-0000-000000	General Fund-District Attorney \- Child Protective Services-Office Supplies-No Value-No Value-No Value	93466	US Ba**********ciation Inc	260001360	840-57700248-2-1096841-1	156.00
	01000-24101100-61880000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle**********ties	260000332	5613977515 1125	741.87
	01000-26001000-61730000-00000-0000-000000	General Fund-Community Supervision \- Support-Telephone \- Long Distance-No Value-No Value-No Value	16011	Depar**********tion Resources		26100870N	0.02
	01000-26002000-61730000-00000-0000-000000	General Fund-Health Department \- Support-Telephone \- Long Distance-No Value-No Value-No Value	16011	Depar**********tion Resources		26100870N	1.24
	01000-28000100-61620000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Subscriptions & Publications-No Value-No Value-No Value	95956	Diner**********	260000552	04698-61849156	120.00
	01000-30101100-61880000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Utilities Expenditure-No Value-No Value-No Value	7490	Colle**********ties	260000332	5613977515 1125	741.87
	01000-36500100-61880000-00000-0000-000000	General Fund-Brazos Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	60	Atmos**********	260000373	3061319194 1125	1,438.37
	01000-56001000-61750000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T **********	260000071	287310449001x11082025	125.00
	01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan**********	260000347	2042814 1125	27.39
	01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No	4582	Wellb**********ity District	260000367	202-1420-00 1125	48.44
						306-0720-00 1125	47.96

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/25/2025	01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	4582	Wellb**********ity District	260000367		
Grand Total							**3,758.70**

Payment Date 12/3/2025

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/3/2025	01000-00000000-20000100-00000-0000-000000	General Fund-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Chari**********		ADV000343433263	412.29
				Chris**********dano		ADV000344234720	1,296.84
				David**********		ADV000343442753	571.98
				Richa**********		ADV000344234721	165.00
				Steph**********		ADV000343442747	583.95
Grand Total							**3,030.06**

Payment Date 12/9/2025

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025	01000-00000000-27140000-00000-0000-000000	General Fund-No Value-Dyed Diesel-No Value-No Value-No Value	97508	Fikes**********	260001410	INV-106898A	3,488.55
	01000-00000000-27210000-00000-0000-000000	General Fund-No Value-Gasoline-No Value-No Value-No Value	97508	Fikes**********	260001410	INV-106898A	12,632.04
	01000-00000000-30009100-00000-0000-000000	General Fund-No Value-A/P Justice of the Peace \- McCreary Veselka B-No Value-No Value-No Value	19432	McCre**********g & Allen		311179	3,260.11
						311180	1,158.31
						311181	1,980.43
						311182	1,576.71
	01000-00000000-30340000-00000-0000-000000	General Fund-No Value-Deposits Payable \- Brazos Center-No Value-No Value-No Value	103524	Chris**********Church - Refund		19632	250.00
			103525	TAMU **********in Dance Company - Refund		19637	250.00
	01000-00000000-37290000-00000-0000-000000	General Fund-No Value-Funds Held in Trust \- Coupon Surety Fee-No Value-No Value-No Value	21434	Brazo**********nds		127823	13.50
			90337	Gage **********		119718	13.50
						121150	13.50
						121484	13.50
						121494	13.50
						121793	13.50
						125172	13.50
						125179	13.50
						125257	13.50
						125258	13.50
						128880	13.50
						128882	13.50
						129505	13.50
						129506	13.50
	01000-10000100-61801000-00000-0000-000000	General Fund-County Judge \- Administration-Travel-No Value-No Value-No Value	Employee	Kenne**********ith, Jr.		TRVL000341529740	1,440.20
	01000-11000500-60350000-00000-0000-000000	General Fund-Non\-Departmental-Food and Food Supplements-No Value-No Value-No Value	103010	Readf**********i	260001427	748, 1313	2,730.38
	01000-11000500-61400000-00000-0000-000000	General Fund-Non\-Departmental-Insurance-No Value-No Value-No Value	102890	Allia**********vices Inc	260001417	3284203	26,208.14
	01000-11004000-61950000-00000-0000-000000	General Fund-County Welfare-Welfare Contribution-No Value-No Value-No Value	90303	Hilli**********	260001422	9448	500.00
	01000-11010000-61210000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Costs-No Value-No Value-No Value	91994	Words**********		25039	4,428.00
	01000-11010000-72202000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Misdemeanor-No Value	802205	Cune,**********		2303708	650.00
			97088	Cagle**********, The		2502668	650.00
						2503026	650.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025	01000-11010000-72203000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Felony-No Value	805046	Gusti**********orney PLLC		Refused Blalock-Edison 111725	1,000.00
						Refused Mayo 111725	1,000.00
						Refused Pedroza 111725	1,000.00
						Refused Ramos 111725	1,000.00
	01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	95315	Law O**********Maltsberger		2000169	725.00
						2101000-	1,400.00
						2101606	785.00
						2101607	775.00
			95611	Law O**********helps, PC, The		2203685	1,000.00
	01000-11010000-72205000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Misdemeanor-No Value	95315	Law O**********Maltsberger		1902741-	650.00
						2102228-	600.00
						2103022-	550.00
						2104643-	575.00
						2204374-	525.00
						2500179	500.00
						2504089	360.85
	01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	801423	Davis**********		2003827	1,000.00
			95315	Law O**********Maltsberger		2300073	5,000.00
						2300075	5,600.00
						2300077	4,000.00
			95611	Law O**********helps, PC, The		2401398-	1,000.00
	01000-11010000-72206100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 272nd-No Value-Adult Felony-No Value	95315	Law O**********Maltsberger		2300075	1,477.50
	01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	100000	Law O**********Andreski, PC		2500663	1,000.00
						2501878	1,000.00
			100598	McLai**********C		2404754	1,000.00
						2503389	1,000.00
	01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	100598	McLai**********C		2500785	650.00
	01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	101573	Lone **********g LLC		2504	400.00
			92425	Zaval**********		25-1101	498.40
						25-1104	498.40
						25-1105	498.40
	01000-11020000-61020000-00000-0000-000000	General Fund-Court Support \- Civil-Autopsy-No Value-No Value-No Value	21052	Travi**********		3300010244	4,085.00
						3300010251	8,170.00
			90303	Hilli**********		9451	500.00
						9452	500.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025	01000-11020000-61020000-00000-0000-000000	General Fund-Court Support \- Civil-Autopsy-No Value-No Value-No Value	90303	Hilli**********		9453	500.00
						9454	500.00
						9455	700.00
						9456	700.00
						9457	500.00
						9463	500.00
	01000-11020000-71041000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Non\-Secure-No Value-No Value-No Value	100352	Cente**********d Independence Inc		11/25CSI	6,820.20
			19848	Pegas**********		22847	27,280.80
	01000-11050000-72194000-00000-0000-000000	General Fund-Court Support \- Guardianship-Guardians -No Value-No Value-No Value	100065	Mir C**********	260000003	122025	12,500.00
	01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	103518	North**********ment	260001389	55691320	964.72
			11807	Grain**********	260000267	9670165605	562.02
						9697342179	106.22
						9697699925	9.61
			3354	O'Rei**********	260000309	2016-399273	67.84
						2016-399971	147.00
						2016-399999	349.90
						2016-400458	53.97
			97311	Kimba**********	260000253	103950732	502.18
	01000-11100000-65850000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Tires-No Value-No Value-No Value	94243	South**********C	260001322	4590172255	1,573.20
	01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	10090	Sterl**********	260000270	5291131	498.18
						5291182	87.60
			102326	BDS T********** LP	260000255	68849b	95.00
			3354	O'Rei**********	260001193	2016-397299	59.80
						2016-399973	184.99
						2016-400459	426.98
						2016-401253	226.99
						2016-401412	134.99
						2016-401436	9.99
						2016-403216	172.80
			802094	Rodri**********ment & Auto Repair Inc	260000260	38656	70.00
			91345	CC Cr**********	260001069	N866588	135.00
	01000-11100000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260000153	2960157837	23.22
						2960158839	23.22
	01000-11200200-61500000-00000-0000-000000	General Fund-Collections \- Administration-Printing-No Value-No Value-No Value	1229	Alpha**********	260001284	71246	440.00
					260001289	71245	448.00
	01000-11210020-61110000-00000-0000-000000	General Fund-Elections Administrator-Conference & Seminar Fees-No Value-	96868	Texas**********County Elections Officials	260001084	2026-MW15	250.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025		No Value-No Value					
	01000-11210020-61500000-00000-0000-000000	General Fund-Elections Administrator-Printing-No Value-No Value-No Value	1229	Alpha**********	260001390	71309	1,020.00
	01000-12500100-61801000-00000-0000-000000	General Fund-Risk Management \- Administration-Travel-No Value-No Value-No Value	Employee	Lesli**********		TRVL000344584468	656.70
				Victo**********		TRVL000344222183	391.70
	01000-12500100-65010000-00000-0000-000000	General Fund-Risk Management \- Administration-Accidents & Claims-No Value-No Value-No Value	6313	Texas**********Counties	260000066	NRDD-0012728	24.28
	01000-13000100-60500000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South**********ehouse	260000563	INV00855667	255.20
			9728	Wilto**********Ltd	260001434	376541	102.07
	01000-13000100-61680000-00000-0000-000000	General Fund-Tax Assessor \- Collector \- Administration-Training-No Value-No Value-No Value	96898	Texas**********tension Service	260001433	E601316	30.00
	01000-14000006-60500000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South**********ehouse	260000434	INV00855943	17,678.13
						INV00856321	339.49
					260000448	INV00855944	29,285.80
						INV00856120	568.60
	01000-14000006-65055000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Surveillance & Security Maintenance-No Value-No Value-No Value	1335	Avine**********	260001247	334440	3,135.00
	01000-14000006-65150000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Maintenance-No Value-No Value-No Value	11497	South**********ehouse	260001298	INV00855757	181.14
			94874	GovCo**********	260001393	77100072	1,968.60
	01000-14000006-65440000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Network Maintenance-No Value-No Value-No Value	11869	Lowes**********	260000058	975926	56.98
	01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	101911	Conco**********	260000215	D629646	499.59
			11978	SHI G**********ons Inc	260001350	GB00576083	4,683.00
					260001357	GB00577114	28,380.14
			97384	Oracl**********	260001048	102089358	128,668.21
						102188538	128,668.21
			97532	Pagef**********Inc	260001423	INV-20417	5,974.14
	01000-14000006-71025000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Contract Services-No Value-No Value-No Value	1335	Avine**********	260000962	334237	7,140.00
	01000-14000100-61801000-00000-0000-000000	General Fund-Information Technology \- Administration-Travel-No Value-No Value-No Value	Employee	Caleb**********		TRVL000346007286	746.68
				Matth**********		TRVL000346007254	746.68
				Ricar**********		TRVL000346007313	490.48
	01000-14000100-71025000-00000-0000-000000	General Fund-Information Technology \- Administration-Contract Services-No Value-No Value-No Value	95078	Matri**********	260000412	251278	444.00
	01000-15000100-60170000-00000-0000-000000	General Fund-Human Resources \- Administration-Copier/Printer/Fax	91018	Stapl**********mmercial Inc	260001005	6048707973	291.20
					260001066	6048707970	233.15

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025	01000-15000100-60170000-00000-0000-000000	General Fund-Human Resources \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc			
	01000-15000100-60500000-00000-0000-000000	General Fund-Human Resources \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001066	6048707970	6.82
	01000-15000100-60600000-00000-0000-000000	General Fund-Human Resources \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001005	6048707973	119.84
					260001136	6048707978	51.70
	01000-15000100-61620000-00000-0000-000000	General Fund-Human Resources \- Administration-Subscriptions & Publications-No Value-No Value-No Value	97423	Welln**********	260001406	300044174	375.00
	01000-16000100-71025000-00000-0000-000000	General Fund-County Auditor \- Administration-Contract Services-No Value-No Value-No Value	101724	The G**********	260000700	00131	4,000.00
	01000-16500100-60600000-00000-0000-000000	General Fund-Purchasing \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260001255	376459	31.33
					260001285	376467	102.52
	01000-17000100-60600000-00000-0000-000000	General Fund-Facilities Services \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260001401	IN-1598130	106.17
	01000-17000100-61750000-00000-0000-000000	General Fund-Facilities Services \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	97596	Amazo**********	260001466	17FM-49HK-PHPQ	30.77
	01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowes**********	260000314	993194	99.61
			21638	Home **********	260000168	0882208971	82.47
						0882214639	317.97
			288	Griff**********ardware	260000167	212703	57.00
	01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	103493	Distr**********	260001010	129472-00	1,559.00
			21688	Carri**********C	260000131	16018947-00	1,000.85
			321	Johns**********	260000200	10447428	16.53
	01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	262	Deale**********pply	260000124	S101813709.001	126.03
			9794	CDW G**********	260001400	AG91T7M	1,489.84
	01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	494	Valle**********upply Co Inc	260000957	417678	833.52
			92196	Fergu**********Inc	260000154	2769515	244.25
	01000-17000100-65320000-00000-0000-000000	General Fund-Facilities Services \- Administration-Equipment Maintenance-No Value-No Value-No Value	15561	Capit**********ce of Austin Inc	260001432	06048288	644.43
						06048289	129.54
	01000-17000100-65510000-00000-0000-000000	General Fund-Facilities Services \- Administration-Pest Control-No Value-No Value-No Value	96836	Allst**********	260000457	112025	1,595.00
	01000-17000100-65950000-00000-0000-000000	General Fund-Facilities Services \- Administration-Vehicle Maintenance-	97596	Amazo**********	260001465	1PGN-MLDJ-M13W	17.13

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025		No Value-No Value-No Value					
	01000-17000100-71206000-00000-0000-000000	General Fund-Facilities Services \- Administration-Maintenance-No Value-No Value-No Value	3731	Kone **********	260000478	871871994	2,989.48
	01000-17000100-71206400-00000-0000-000000	General Fund-Facilities Services \- Administration-Fire Safety Services-No Value-No Value-No Value	101050	Briga**********s LLC	260000861	SI-11193	725.00
	01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260000453	2960159964	14.28
						2960159978	101.79
						2960159982.	10.96
						2960159988	9.67
	01000-17000300-65510000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Pest Control-No Value-No Value-No Value	96836	Allst**********	260000457	112025	150.00
	01000-17000300-71206000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Maintenance-No Value-No Value-No Value	3731	Kone **********	260000478	871871994	310.00
	01000-17000300-71206400-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Fire Safety Services-No Value-No Value-No Value	101050	Briga**********s LLC	260000857	SI-11195	729.00
	01000-18000100-60600000-00000-0000-000000	General Fund-County Attorney \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260001078	376359.1	120.70
	01000-19000100-60320000-00000-0000-000000	General Fund-District Attorney \- Administration-Firearms Readiness-No Value-No Value-No Value	103497	Alamo**********	260001223	H228321	150.38
	01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \- Administration-Court Costs-No Value-No Value-No Value	21052	Travi**********	260001435	3300010241	1,476.00
					260001436	3300010240	2,016.00
	01000-20010000-60620000-00000-0000-000000	General Fund-District Clerk \- Jury Services-Postage & Shipping-No Value-No Value-No Value	102352	Xpedi**********	260001445	22000	4,909.92
	01000-21000100-60360000-00000-0000-000000	General Fund-County Clerk \- Administration-Furniture Expense-No Value-No Value-No Value	94806	Perry	260001287	IN-1597382	47.93
	01000-21000100-60600000-00000-0000-000000	General Fund-County Clerk \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260001287	IN-1597382	556.84
						IN-1597508	1,247.40
			9728	Wilto**********Ltd	260001011	376391.1	103.17
	01000-22000100-61415000-00000-0000-000000	General Fund-85th District Court \- Administration-Jurors \- Petit Jury-No Value-No Value-No Value	95512	Longh**********house Inc	260001051	Check #38	210.25
			Employee	Ashle**********		TRVL000344234799	83.20
	01000-22000100-61620000-00000-0000-000000	General Fund-85th District Court \- Administration-Subscriptions & Publications-No Value-No Value-No Value	2630	James**********	260000618	228992	225.20
	01000-22200100-61900000-00000-0000-000000	General Fund-361st District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	103192	Davis**********		04-361	1,000.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025	01000-22300100-61900000-00000-0000-000000	General Fund-472nd District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	103402	Brown**********		BC11.17-11.19	2,106.60
	01000-22800100-60600000-00000-0000-000000	General Fund-Family Associate Court – Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260001376	IN-1597931	160.92
	01000-23100100-60170000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	1229	Alpha**********	260001352	71282	616.00
			94806	Perry	260001337	IN-1597767	482.90
	01000-23100100-60600000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260001335	IN-1597766	161.54
	01000-23100100-61490000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Petit Jury Expense-No Value-No Value-No Value	94806	Perry	260001324	IN-1597932	53.49
	01000-24101100-71119000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 1 \- Administration-Janitorial Services-No Value-No Value-No Value	102840	Cryst**********g LLC	260000359	6342	97.50
	01000-24201100-61500000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 2 \- Administration-Printing-No Value-No Value-No Value	1229	Alpha**********	260001381	71317	134.00
	01000-24301100-60500000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	94874	GovCo**********	260001373	77095789	1,022.19
	01000-24301100-71119000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 3 \- Administration-Janitorial Services-No Value-No Value-No Value	102840	Cryst**********g LLC	260000359	6376	138.75
	01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	103342	Webbs**********	260000278	522631	190.00
						522727	50.00
						523791	190.00
						525932	279.99
	01000-28000100-60170000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260000824	6048707964	956.99
					260001003	6048707972	291.20
	01000-28000100-60320000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Firearms Readiness-No Value-No Value-No Value	3486	GT Di**********	260000944	INV1067294	866.74
	01000-28000100-60440000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home **********	260001316	WN40034806	24.97
	01000-28000100-60500000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	97596	Amazo**********	260001216	1Q61-TFQH-4TWJ	318.00
					260001266	1JGG-6333-3DKM	179.95
			9794	CDW G**********	260001189	AG8H12L	121.54
	01000-28000100-60600000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001003	6048707972	68.64
			97596	Amazo**********	260001216	1WXD-HCDF-C4CW	281.11
	01000-28000100-61500000-00000-0000-000000	General Fund-Sheriff Office \-	1229	Alpha**********	260001275	71233	177.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025		Administration-Printing-No Value-No Value-No Value					
	01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas********** Extension Service	260000276	EH7321406	610.00
	01000-28002000-60080000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value	103296	Custo********** Bea	260000112	A.Alvarado11/14/2025	26.00
			Employee	Devin**********		TRVL000342985035	345.00
	01000-28002000-60170000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260000158	6048707971	439.89
	01000-28002000-60240000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Detention Supplies-No Value-No Value-No Value	100597	Less **********	260001343	IN7507	3,752.00
	01000-28002000-60350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value-No Value	91168	Ruffi**********Service	260001277	1766795	1,810.38
	01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies-No Value-No Value-No Value	21638	Home **********	260001093	903276392	9.34
			94806	Perry	260001383	IN-1597928	3,246.89
						IN-1598515	1,362.00
	01000-28002000-60500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	11869	Lowes**********	260001308	724338123	38.93
					260001354	722814067	331.55
	01000-28002000-60600000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260000148	6048707965	68.42
						6048707969	191.99
						6048707976	138.64
						6048707977	46.55
	01000-28002000-65320000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Equipment Maintenance-No Value-No Value-No Value	94468	Munic**********ervices Inc	260000640	IN2368764	730.00
	01000-28002000-65350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Gasoline Expenditure-No Value-No Value-No Value	Employee	Micha**********e		TRVL000346025512	20.25
				Willi**********		TRVL000342442950	30.00
	01000-28002006-65052000-00000-0000-000000	General Fund-Sheriff Office \- Jail \- Non Capital-Carpentry & Building Repair-No Value-No Value-No Value	96328	REC I**********	260001185	Pay App #12	25,047.46
	01000-29002800-60600000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Office Supplies-No Value-No Value-No Value	93814	Henry**********	260001038	49143970	161.82
			94806	Perry	260001386	IN-1597930	764.94
	01000-29002800-61395000-00000-0000-000000	General Fund-Jail Correctional Medicine \- Administration-Inmate \- Health Care-No Value-No Value-No Value	93814	Henry**********	260001038	49206117	393.59
						49497201	72.04
						49533089	125.39
			97596	Amazo**********	260001229	1W1G-9W73-6JP1	28.88
	01000-30101100-60600000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Office Supplies-No	94806	Perry	260001279	IN-1597935	194.12

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025		Value-No Value-No Value					
	01000-30101100-71119000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Janitorial Services-No Value-No Value-No Value	102840	Cryst**********g LLC	260000359	6342	97.50
	01000-30301100-71119000-00000-0000-000000	General Fund-Constable Precinct 3 \- Adminstration-Janitorial Services-No Value-No Value-No Value	102840	Cryst**********g LLC	260000359	6376	138.75
	01000-31000100-60500000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Equipment & I.T. Enhancement-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001100	6048707963	91.12
	01000-31000100-60600000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001218	6048707968	20.49
	01000-31000130-60600000-00000-0000-000000	General Fund-Juvenile Services \- Administration Community Based-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001096	6048707966	54.45
	01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan**********mpany LLC	260000259	0541124259041925	229.50
						0541201259047051	339.50
			102244	Broth**********	260000004	00141225	371.05
			96917	Gordo**********nc	260000256	9029492497	2,407.69
						9029699104	2,248.44
	01000-31000220-60440000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Janitorial Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001123	6048707975	91.09
	01000-31000220-60600000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001096	6048707966	60.01
					260001218	6048707968	99.14
	01000-31000330-60260000-00000-0000-000000	General Fund-Academy \- Community Based-Education Supplies-No Value-No Value-No Value	97457	Davis**********c	260001394	719816	395.80
	01000-34000100-61470000-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Prescriptions-No Value-No Value-No Value	96727	Integ**********on Managment		083025	1,055.92
						083125	828.19
	01000-34000100-61470900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Prescriptions \- Jail-No Value-No Value-No Value	102148	Polar**********ices of Warrington LLC		08-957-25	177,764.22
	01000-34000100-72380900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Hospital Services \- Jail-No Value-No Value-No Value	429	CHI S**********l Health Ctr		073125	33,926.72
						083125	8,356.71
						111525	31,126.50
	01000-34000100-72382000-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Outpatient Services-No Value-No Value-No Value	429	CHI S**********l Health Ctr		073125	1,368.01
						083125	7,001.08
	01000-34000100-72382900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Outpatient Services \- Jail-No Value-No Value-No Value	19277	City **********		083125	2,787.75
			429	CHI S**********l Health Ctr		073125	13,005.74
						083125	9,871.83
						111525	13,941.39

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025	01000-34000100-72382900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Outpatient Services \- Jail-No Value-No Value-No Value	97593	Scott**********l Hospital		083125	3,179.94
	01000-34000100-72440000-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Lab & X\-Ray-No Value-No Value-No Value	1369	Brazo**********ty Action Agency		083125	16.32
			211	Bryan**********iates Inc		083125	68.16
			429	CHI S**********l Health Ctr		073125	70.30
			9331	Clini**********b		083125	38.33
			97593	Scott**********l Hospital		083125	255.81
	01000-34000100-72440900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Lab & X\-Ray \- Jail-No Value-No Value-No Value	12347	Scy l**********		083125	3,401.88
						111525	3,618.90
			19277	City **********		083125	308.84
			211	Bryan**********iates Inc		083125	1,088.67
						111525	973.79
			429	CHI S**********l Health Ctr		111525	59.88
			800692	Linds**********		083125	125.18
			97593	Scott**********l Hospital		083125	51.86
	01000-34000100-72540000-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Physician Services-No Value-No Value-No Value	102452	Centu**********rtners Inc		083125	101.00
			1369	Brazo**********ty Action Agency		083125	115.58
			211	Bryan**********iates Inc		083125	0.00
			429	CHI S**********l Health Ctr		073125	40.37
						083125	47.68
			91333	Bryan********** Clinic PA		083125	73.40
			91527	Retin**********		083125	100.24
			93327	Texas**********nter PLLC		083125	170.27
			97593	Scott**********l Hospital		083125	2,642.45
	01000-34000100-72540900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Physician Services \- Jail-No Value-No Value-No Value	102452	Centu**********rtners Inc		083125	81.24
						111525	182.24
			103416	Integ**********		111525	118.70
			211	Bryan**********iates Inc		083125	16.84
						111525	16.84
			429	CHI S**********l Health Ctr		073125	122.35
						083125	120.14
						111525	1,082.69
			61804	Bryan**********cians		083125	1,963.89
						111525	764.70
			800692	Linds**********		083125	151.72
						111525	26.54
			802219	Tan, **********		111525	231.49
			805059	Centr**********ve Disease Association		083125	47.68
						111525	33.95
			90267	Brazo**********re		083125	22.59
			90367	Centr**********enter PLLC		083125	741.35

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025	01000-34000100-72540900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Physician Services \- Jail-No Value-No Value-No Value	90367	Centr**********enter PLLC		111525	134.99
			95721	Bryan**********nc		083125	878.97
			96033	Austi********** Group PLLC		083125	859.30
						111525	591.78
			96945	Ortho**********on of Brazos Valley PLLC		083125	55.52
			97593	Scott**********l Hospital		083125	1,477.79
	01000-35500100-71506000-00000-0000-000000	General Fund-Emergency Management \- Administration-Rental \- Office Space-No Value-No Value-No Value	19277	City **********	260000313	13214/10046	6,025.82
	01000-36000100-60315000-00000-0000-000000	General Fund-Exposition Center \- Administration-Event Supplies/Services-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260000994	6048707974	271.58
	01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	11869	Lowes**********	260000348	93404A	105.33
						972387	41.15
	01000-36000100-65400000-00000-0000-000000	General Fund-Exposition Center \- Administration-Grounds Maintenance-No Value-No Value-No Value	11869	Lowes**********	260000488	93404B	165.35
			1639	Bryan**********nc	260000486	24095	134.50
	01000-36500100-60600000-00000-0000-000000	General Fund-Brazos Center \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260001256	IN-1597768	35.14
	01000-37000100-61110000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	Employee	Rober**********		TRVL000344584739	45.00
	01000-37000100-61801000-00000-0000-000000	General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value	Employee	Chadd**********ton		TRVL000346813937	137.55
				Emily**********		TRVL000346813984	160.02
				Janic**********		TRVL000346801444	52.15
				Rober**********		TRVL000346801016	210.07
	01000-56001000-60600000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260001398	376516	78.78
	01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	100252	McCoy**********ly	260001404	3442378	15.71
			97596	Amazo**********	260001384	1XNV-79GC-J6N4	55.00
	01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance\-General-No Value-No Value-No Value	102380	BPI M**********	260000075	1125-64	2,880.63
						1125-65	704.06
					260000076	1125-66	6,102.85
	01000-56001000-65690000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Bridge Maintenance-No Value-No Value-No Value	101555	Goodw**********	260000898	5454	525.00
					260000899	5453	525.00
					260000906	5455	525.00
	01000-56001000-71500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment-No	10153	Musta**********es	260000237	B0493113	5,445.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025		Value-No Value-No Value					
	01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260000050	2960159946	205.01
	01000-56001000-71701000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Solid Waste \- Hauling-No Value-No Value-No Value	1289	Texas**********e	260000063	482777	145.00
						482778	145.00
	01000-56001000-72590000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Professional Fees \- Other-No Value-No Value-No Value	100242	Innov**********tion Solutions Inc	260001470	1025-01	15,000.00
	01000-56001000-80710000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Right\-Of\-Way Acquisition-No Value-No Value-No Value	100423	Livin**********		11202025	4,924.00
			100711	Holub**********lub, Jacqueline M		11202025-2	1,495.00
			101884	Ivers**********son, Shannon		11202025-4	3,016.00
			103520	Nancy**********ble Trust		11202025-5	12,776.00
			103521	Gary **********ble Trust		11202025-1	12,776.00
			103522	Lynn,**********		11202025-3	2,181.00
	01000-56001000-80715000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Roads \- Capital-No Value-No Value-No Value	101555	Goodw**********	260000439	5506	24,166.00
					260000775	5507*	13,850.00
					260000776	5508	14,600.00
					260000891	5450	3,440.00
					260000892	5452	8,070.00
					260000894	5451	500.00
					260000895	5449	8,085.00
			96264	Brazo**********	260001187	Pay App #3_12012025	309,562.25
	01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	102588	Custo**********rations LLC	260000482	2776.	307.13
			11682	Napa **********	260000169	458094	22.81
						458994	41.72
						459360	60.00
					260001468	459361.	90.00
						460247	15.37
			21268	Brazo**********	260000081	031678-26	7.50
						111118-26	7.50
						145268-26	7.50
						351647-26	7.50
						353925-26	7.50
						S50020-26	7.50
						S50050-26	7.50
						SC2720-26	7.50
			96270	Asco **********	260001396	PS0647972-1	304.59
	01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value	11682	Napa **********	260000169	459452	13.53
			90368	Myers**********	260001305	55064903	195.07
			97311	Kimba**********	260001370	103951015	380.02

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025	01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa **********	260000169	458094	14.01
						458989	49.98
					260001241	454570	3,897.44
						458707	(1,230.77)
			21268	Brazo**********	260000081	141443-26	7.50
						141453-26	7.50
						141490-26	7.50
			288	Griff**********ardware	260001240	212784	85.00
	01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi**********	260000186	2960159953	27.03
	11000-11002900-72030000-00000-0000-000000	Hotel Occupancy Tax Fund-Expo Complex Improvements-Architectural Services-No Value-No Value-No Value	101555	Goodw**********	250004583	5464	68,510.00
	11000-11002900-72590000-00000-0000-000000	Hotel Occupancy Tax Fund-Expo Complex Improvements-Professional Fees \- Other-No Value-No Value-No Value	102961	Tom G********** Engineers Inc	250004582	12006766	5,973.50
	15000-52000100-61620000-00000-0000-000000	Law Library Fund-Law Library Fund \- Administration-Subscriptions & Publications-No Value-No Value-No Value	16290	Lexis**********	260000119	3096178081	1,631.00
					260000830	3096134179	1,173.00
	29000-13006000-61801000-00000-0000-000000	Vehicle Inventory Interest Fund-Vehicle Inventory Interest-Travel-No Value-No Value-No Value	Employee	Arque**********son		TRVL000344655901	607.92
				Melis**********		TRVL000344830619	607.92
	30000-272300-61401000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant\-212\-25\-C03-Interpreters-No Value-No Value-No Value	95313	USA C**********eters	260001270	3037	384.00
	30000-272400-60500000-00000-0000-000000	Brazos County Grant Fund-T.I.D.C. \- Public Defender Juvenile & Appellate Expansion 212\-26\-C14-Equipment & I.T. Enhancement-No Value-No Value-No Value	11497	South**********ehouse	260001414	INV00856390	982.40
	30000-272400-61210000-00000-0000-000000	Brazos County Grant Fund-T.I.D.C. \- Public Defender Juvenile & Appellate Expansion 212\-26\-C14-Court Costs-No Value-No Value-No Value	103053	DeLaR**********	260001110	385-J-23	140.00
	30000-424100-71119000-00000-0000-000000	Brazos County Grant Fund-Metropolitan Planning \- Administration-Janitorial Services-No Value-No Value-No Value	102594	H&R C**********	260000146	33475	53.00
	31000-340500-80100000-00000-0000-000000	American Rescue Plan Act-ARPA \- Medical Examiner's Office-Buildings-No Value-No Value-No Value	102624	Vaugh**********	250002358	Pay App #15	2,407,478.33
	31000-63340510-80100000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Captal-Buildings-No Value-No Value-No Value	102373	Broad**********	250001082	2391500-26	29,631.00
	34000-19200100-60350000-00000-0000-000000	District Attorney Crime Fund-District	97440	Rosa'**********a Factory Ltd	260000129	39726	379.90

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025		Attorney Crime Fund \- Administration-Food and Food Supplements-No Value-No Value-No Value					
	43232-63432322-80100000-00000-0000-000000	2023 Certificates of Obligation-101 North-Buildings-No Value-No Value-No Value	102961	Tom G********** Engineers Inc	250002956	12006764	8,140.00
	45000-00000000-30302000-00000-0000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	102624	Vaugh**********	250002358	Pay App #15	(120,373.92)
			96264	Brazo**********	260001187	Pay App #3_12012025	(15,478.11)
			96328	REC I**********	260001185	Pay App #12	(1,252.37)
	45000-63140001-80286000-00000-0000-000000	Capital Improvement Fund-Information Technology \- Capital-Equipment \- Other-No Value-No Value-No Value	103500	Bridg**********	260001102	0066	87,924.00
	50000-64005000-71110000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- County-No Value-No Value-No Value	6313	Texas**********Counties		217725202511	243,716.09
						2177252025111501	3,142.94
	50000-64005000-71110006-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- MPO-No Value-No Value-No Value	6313	Texas**********Counties		217725202511	598.38
	50000-64005000-71110011-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- Health District-No Value-No Value-No Value	6313	Texas**********Counties		217725202511	7,180.56
	50000-64005000-71111000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Prescription Claims \- County-No Value-No Value-No Value	6313	Texas**********Counties		2177252025111501	264,551.76
	50000-64005000-71112000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Medical Claims \- County-No Value-No Value-No Value	6313	Texas**********Counties		2177252025112100	486,123.16
	50000-64005000-71113000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Dental Claims \- County-No Value-No Value-No Value	6313	Texas**********Counties		2177252025112100	11,082.54
	50000-64005700-71110007-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- County-No Value-No Value-No Value	6313	Texas**********Counties		217725202511	69,062.91
	50000-64005700-71110012-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- Health District-No Value-No Value-No Value	6313	Texas**********Counties		217725202511	2,991.90
	50000-64005700-71110013-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- MPO-No Value-No Value-No Value	6313	Texas**********Counties		217725202511	299.19
	50000-64005700-71110015-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree	6313	Texas**********Counties		217725202511	2,094.33

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
12/9/2025		Administrative Fee \- CSCD-No Value-No Value-No Value					
	91000-53000100-60500000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	9728	Wilto**********Ltd	260001268	376488	91.22
	91000-53000100-60600000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001217	6048707979	53.04
			97596	Amazo**********	260001253	1R4J-6NQQ-D7QG	12.80
	91000-53000100-61280000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Dues-No Value-No Value-No Value	96552	TACCH**********	260001405	CM031470	2,500.00
	91000-53000100-71025000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Contract Services-No Value-No Value-No Value	94324	Audio**********Inc	260001016	83957*	35.00
	91000-53001000-60380000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Health Supplies-No Value-No Value-No Value	11807	Grain**********	260001108	9701932726	77.09
	91000-53002000-60380000-00000-0000-000000	Health \- County Health District-Clinic Services Administration-Health Supplies-No Value-No Value-No Value	93814	Henry**********	260001412	49983192	5.75
	91000-53002000-60600000-00000-0000-000000	Health \- County Health District-Clinic Services Administration-Office Supplies-No Value-No Value-No Value	9728	Wilto**********Ltd	260001411	376527	143.50
	91000-53003000-71025000-00000-0000-000000	Health \- County Health District-Lab Administration-Contract Services-No Value-No Value-No Value	96352	Biome**********tions LLC	260000043	346104	184.00
						349695	327.75
	91000-53003000-72540000-00000-0000-000000	Health \- County Health District-Lab Administration-Physician Services-No Value-No Value-No Value	96741	Brazo**********gy	260000631	STP - 492	600.00
	91000-531000-60380000-00000-0000-000000	Health \- County Health District-Immunization-Health Supplies-No Value-No Value-No Value	93814	Henry**********	260001412	49983192	451.08
	91000-535000-61500000-00000-0000-000000	Health \- County Health District-Texas Healthy Communities-Printing-No Value-No Value-No Value	1229	Alpha**********	260001204	71249	526.80
	91000-536000-60600000-00000-0000-000000	Health \- County Health District-Regional Programming-Office Supplies-No Value-No Value-No Value	91018	Stapl**********mmercial Inc	260001202	6048707967	57.15
	91000-539000-60380000-00000-0000-000000	Health \- County Health District-Tuberculosis-Health Supplies-No Value-No Value-No Value	93814	Henry**********	260001205	49479621	569.69
Grand Total							**4,982,302.91**

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	12/9/2025
ITEM:	Convene into Executive Session pursuant to the following: • a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract A). • b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract B). • c. Texas Government Code §551.087 of the Texas Government Code for deliberation regarding economic development negotiations.
TO:	Commissioners Court
DATE:	11/13/2025
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00

§ COUNTY OF BRAZOS

§ STATE OF TEXAS

COMMISSIONERS COURTS: DELIBERATION REGARDING CONTRACTS BEING NEGOTIATED; CLOSED MEETING.

The Commissioners Court ("Court") has proposed to deliberate the negotiation of contracts in closed session. The Court wishes to deliberate the business and financial issues of the following proposed contracts:

a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated.

b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated.

Texas Government Code §551.0725 provides that the Court may deliberate the business and financial issues of these contracts in closed session if, before conducting the closed meeting:

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

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

(3) Notwithstanding Section 551.103(a), Government Code, the Commissioners Court must make a tape recording of the proceedings of a closed meeting to deliberate the information.

It is my determination that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person.

Ed Bull
Brazos County General Counsel
Date: 12-09-2025

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 12/9/2025

ITEM: Acknowledgement of the 2025-2026 Budget to Actuals by Fund as of December 1, 2025. Acknowledgement of the 2025-2026 Contingency Budget to Actuals by Fund as of December 1, 2025.

TO: Commissioners Court

FROM: Nina Payne

DATE: 11/20/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
FY_26_Budget_to_Actuals_by_Fund.pdf	FY 2025-2026 Budget to Actuals by Fund as of 12/1/2025	Backup Material
FY_26_Contingency_Budget_to_Actuals_Fund.pdf	FY 2025-2026 Contingency Budget to Actuals by Fund as of 12/1/2025	Backup Material

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 01000 General Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	**131,167,122**	**140,005,653**	**152,952,050**	**11,317,886**	**7%**
Charges for Services	13,985,011	14,649,857	13,835,017	1,003,620	7%
Interest Income	**12,656,049**	**11,857,040**	**7,200,000**	**813,850**	**11%**
Other Revenue	2,820,246	1,620,893	1,069,200	69,301	6%
Reserves	**0**	**-**	**94,252,872**	**-**	**-**
Intergovernmental	968,398	1,081,611	821,080	398,481	49%
Other Financing Sources	**190,452**	**147,893**	**210,000**	**20,000**	**10%**
Total Revenue	**$161,787,279**	**$169,362,948**	**$270,340,219**	**$13,623,137**	**5%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**57,114,903**	**62,574,192**	**69,426,458**	**10,195,189**	**15%**
Outside Labor Costs	**177,763**	**108,225**	**163,000**	**74,447**	**46%**
Benefits	**31,575,201**	**33,486,046**	**39,347,053**	**6,407,635**	**16%**
Supplies and Other Charges	**9,412,807**	**10,079,790**	**11,980,660**	**2,347,203**	**20%**
Contingency	**-**	**-**	**6,578,715**	**-**	**-**
Repairs and Maintenance	**9,794,592**	**10,459,513**	**21,817,233**	**563,941**	**3%**
Contractual Services	**8,872,895**	**9,705,326**	**11,719,510**	**2,721,759**	**23%**
Professional Services	**7,516,511**	**6,475,636**	**12,222,810**	**808,518**	**7%**
Community Contracts	**5,616,842**	**6,319,276**	**8,548,699**	**1,138,885**	**13%**
Capital Outlay	**7,220,517**	**2,024,485**	**10,900,000**	**377,252**	**3%**
Other Financing Uses	**478,638**	**17,551,071**	**77,636,081**	**-**	**-**
Total Expense	**$137,780,669**	**$158,783,560**	**$270,340,219**	**$24,634,828**	**9%**

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Fund: 11000 Hotel Occupancy Tax Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	**4,087,515**	**4,217,902**	**3,919,000**	**270,247**	**7%**
Interest Income	**318,887**	**412,365**	**315,000**	**36,831**	**12%**
Other Revenue	2,750	-	-	-	-
Reserves	**-**	**-**	**1,761,611**	**-**	**-**
Other Financing Sources	**46,707**	**4,385**	**-**	**-**	**-**
Total Revenue	**$4,455,859**	**$4,634,652**	**$5,995,611**	**$307,079**	**5%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**75,019**	**127,203**	**177,830**	**23,424**	**13%**
Benefits	**36,337**	**56,871**	**78,806**	**11,452**	**15%**
Supplies and Other Charges	**32,748**	**119,943**	**70,375**	**41**	**0%**
Contingency	**-**	**-**	**500,000**	**-**	**-**
Repairs and Maintenance	**-**	**-**	**1,502,600**	**-**	**-**
Contractual Services	**175,950**	**183,536**	**210,500**	**85,535**	**41%**
Professional Services	**5,300**	**130,790**	**1,055,500**	**73,810**	**7%**
Community Contracts	**1,110,866**	**1,247,399**	**1,050,000**	**-**	**-**
Capital Outlay	**563,572**	**44,287**	**100,000**	**-**	**-**
Other Financing Uses	**1,250,000**	**1,250,000**	**1,250,000**	**-**	**-**
Total Expense	**$3,249,791**	**$3,160,029**	**$5,995,611**	**$194,261**	**3%**

Fund: 12000 State Lateral Road Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**13,763**	**8,004**	**6,500**	**740**	**11%**
Reserves	**-**	**-**	**136,191**	**-**	**-**
Intergovernmental	29,508	29,502	29,000	29,519	102%
Total Revenue	**$43,271**	**$37,507**	**$171,691**	**$30,259**	**18%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Repairs and Maintenance	**-**	**165,000**	**171,691**	**-**
Total Expense	**-**	**$165,000**	**$171,691**	**-**

Fund: 13000 Unclaimed Property Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	23,062	26,137	21,500	2,416	11%
Reserves	-	-	125,397	-	-
Total Revenue	$23,062	$26,137	$146,897	$2,416	2%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	-	-	2,000	-
Contingency	-	-	144,897	-
Total Expense	-	-	$146,897	-

Fund: 15000 Law Library Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	105,074	120,585	114,560	11,137	10%
Interest Income	**8,101**	**11,021**	**8,000**	**1,036**	**13%**
Reserves	**-**	**-**	**247,268**	**-**	**-**
Total Revenue	**$113,175**	**$131,606**	**$369,828**	**$12,173**	**3%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**65,385**	**67,876**	**369,828**	**8,497**	**2%**
Total Expense	**$65,385**	**$67,876**	**$369,828**	**$8,497**	**2%**

Fund: 16000 Local Provider Participation Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	**40,008,694**	**47,803,716**	**42,470,000**	**42,731,263**	**101%**
Interest Income	**1,392,213**	**1,148,426**	**1,045,000**	**89,887**	**9%**
Other Revenue	487,494	79,569	0	-	-
Reserves	**-**	**-**	**23,023,800**	**-**	**-**
Total Revenue	**$41,888,401**	**$49,031,711**	**$66,538,800**	**$42,821,150**	**64%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Community Contracts	**37,357,270**	**51,598,849**	**66,518,800**	**17,500,312**	**26%**
Other Financing Uses	**20,000**	**20,000**	**20,000**	**20,000**	**100%**
Total Expense	**$37,377,270**	**$51,618,849**	**$66,538,800**	**$17,520,312**	**26%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Reserves	**-**	**-**	**107,850**	**-**
Intergovernmental	37,584	42,779	42,750	-
Total Revenue	**$37,584**	**$42,779**	**$150,600**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**25,911**	**17,202**	**150,600**	**1,500**	**1%**
Contractual Services	**-**	**-**	**-**	**5,488**	**-**
Total Expense	**$25,911**	**$17,202**	**$150,600**	**$6,988**	**5%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	410	0	-	-
Interest Income	**36,545**	**0**	**-**	**-**
Total Revenue	**$36,955**	**$0**	**-**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Other Financing Uses	**-**	**702,725**	**-**	**-**
Total Expense	**-**	**$702,725**	**-**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	305,258	320,659	300,000	26,815	9%
Interest Income	**69,629**	**73,116**	**55,000**	**6,304**	**11%**
Reserves	**-**	**-**	**1,362,140**	**-**	**-**
Total Revenue	**$374,888**	**$393,774**	**$1,717,140**	**$33,119**	**2%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**124,374**	**133,395**	**140,014**	**21,877**	**16%**
Benefits	**62,648**	**66,346**	**86,618**	**11,005**	**13%**
Supplies and Other Charges	**17,345**	**6,695**	**8,500**	**-**	**-**
Contingency	**-**	**-**	**1,056,168**	**-**	**-**
Repairs and Maintenance	**-**	**-**	**500**	**-**	**-**
Contractual Services	**133,123**	**77,016**	**425,340**	**-**	**-**
Capital Outlay	**22,822**	**-**	**-**	**-**	**-**
Total Expense	**$360,313**	**$283,452**	**$1,717,140**	**$32,883**	**2%**

Fund: 20010 County Clerk Archival Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	280,855	301,845	295,000	25,725	9%
Interest Income	**74,394**	**86,971**	**63,000**	**7,252**	**12%**
Reserves	**-**	**-**	**1,758,000**	**-**	**-**
Total Revenue	**$355,249**	**$388,816**	**$2,116,000**	**$32,977**	**2%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contingency	**-**	**-**	**1,541,000**	**-**
Contractual Services	**220,953**	**263,277**	**575,000**	**-**
Total Expense	**$220,953**	**$263,277**	**$2,116,000**	**-**

Fund: 22000 Courthouse Security Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	89,005	110,055	114,600	12,235	11%
Interest Income	**6,601**	**11,321**	**5,000**	**1,216**	**24%**
Reserves	**-**	**-**	**268,277**	**-**	**-**
Total Revenue	**$95,606**	**$121,375**	**$387,877**	**$13,452**	**3%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**2,936**	**7,648**	**2,510**	**45**	**2%**
Contingency	**-**	**-**	**300,702**	**-**	**-**
Repairs and Maintenance	**4,633**	**1,243**	**20,000**	**1,274**	**6%**
Contractual Services	**-**	**450**	**53,514**	**-**	**-**
Community Contracts	**1,062**	**1,158**	**1,151**	**379**	**33%**
Capital Outlay	**6,263**	**-**	**10,000**	**-**	**-**
Total Expense	**$14,895**	**$10,499**	**$387,877**	**$1,699**	**0%**

Fund: 22010 Justice Court Security Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	35,820	21,537	8,800	843	10%
Interest Income	**12,673**	**14,872**	**10,750**	**1,312**	**12%**
Reserves	**-**	**-**	**294,318**	**-**	**-**
Total Revenue	**$48,492**	**$36,409**	**$313,868**	**$2,155**	**1%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Repairs and Maintenance	**-**	**-**	**60,000**	**-**
Contractual Services	**-**	**-**	**30,000**	**-**
Professional Services	**-**	**-**	**60,000**	**-**
Capital Outlay	**-**	**-**	**163,868**	**-**
Total Expense	**-**	**-**	**$313,868**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	126,480	153,496	135,000	13,286	10%
Interest Income	**14,174**	**56,366**	**40,000**	**4,269**	**11%**
Reserves	**-**	**-**	**1,042,786**	**-**	**-**
Other Financing Sources	**-**	**702,725**	**-**	**-**	**-**
Total Revenue	**$140,653**	**$912,588**	**$1,217,786**	**$17,555**	**1%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**60,195**	**61,627**	**81,012**	**5,622**	**7%**
Benefits	**4,718**	**15,275**	**20,400**	**1,394**	**7%**
Contractual Services	**-**	**178,673**	**1,096,374**	**-**	**-**
Professional Services	**-**	**-**	**20,000**	**-**	**-**
Total Expense	**$64,914**	**$255,575**	**$1,217,786**	**$7,016**	**1%**

Fund: 23010 District Clerk Archival Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	320	95	-	-
Interest Income	**75**	**75**	**-**	**-**
Total Revenue	**$395**	**$170**	**-**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Professional Services	**-**	**1,774**	**-**	**-**
Total Expense	**-**	**$1,774**	**-**	**-**

Fund: 24000 Justice of the Peace Technology Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	30,068	28,858	27,550	2,730	10%
Interest Income	**10,515**	**4,660**	**3,300**	**433**	**13%**
Reserves	**-**	**-**	**102,888**	**-**	**-**
Total Revenue	**$40,584**	**$33,518**	**$133,738**	**$3,163**	**2%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**13,388**	**9,481**	**51,200**	**43**	**0%**
Contingency	**-**	**-**	**73,738**	**-**	**-**
Contractual Services	**-**	**-**	**8,800**	**-**	**-**
Capital Outlay	**148,938**	**-**	**-**	**-**	**-**
Total Expense	**$162,326**	**$9,481**	**$133,738**	**$43**	**0%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	8,304	8,424	8,200	722	9%
Interest Income	**6,831**	**7,583**	**6,000**	**672**	**11%**
Reserves	**-**	**-**	**150,778**	**-**	**-**
Total Revenue	**$15,135**	**$16,008**	**$164,978**	**$1,394**	**1%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	**-**	**-**	**164,978**	**-**
Total Expense	**-**	**-**	**$164,978**	**-**

Fund: 25000 Forfeiture Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	304	44,836	-	-
Interest Income	**1,965**	**4,049**	**-**	**369**
Reserves	**-**	**-**	**81,476**	**-**
Total Revenue	**$2,269**	**$48,886**	**$81,476**	**$369**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	**235**	**3,878**	**64,824**	**-**
Contingency	**-**	**-**	**16,652**	**-**
Total Expense	**$235**	**$3,878**	**$81,476**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**277**	**298**	**200**	**26**	**13%**
Other Revenue	75	225	150	-	-
Reserves	**-**	**-**	**5,935**	**-**	**-**
Total Revenue	**$352**	**$523**	**$6,285**	**$26**	**0%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contingency	**-**	**-**	**6,285**	**-**
Total Expense	**-**	**-**	**$6,285**	**-**

Fund: 27000 Bail Bond Board Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**5,975**	**6,292**	**4,800**	**542**	**11%**
Other Revenue	2,500	2,000	2,500	-	-
Reserves	**-**	**-**	**122,541**	**-**	**-**
Total Revenue	**$8,475**	**$8,292**	**$129,841**	**$542**	**0%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Salaries and Wages	**-**	**-**	**4,001**	**-**
Benefits	**-**	**-**	**1,016**	**-**
Supplies and Other Charges	**419**	**1,718**	**7,660**	**-**
Contingency	**-**	**-**	**117,164**	**-**
Total Expense	**$419**	**$1,718**	**$129,841**	**-**

Fund: 29000 Vehicle Inventory Interest Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	2,465	2,335	2,500	-	-
Interest Income	53,643	58,617	44,000	6,271	14%
Reserves	-	-	452,305	-	-
Total Revenue	$56,108	$60,953	$498,805	$6,271	1%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Salaries and Wages	-	-	11,100	-
Benefits	-	-	2,822	-
Supplies and Other Charges	2,196	3,461	26,750	-
Contingency	-	-	427,633	-
Repairs and Maintenance	-	-	1,000	-
Contractual Services	-	-	2,000	-
Professional Services	-	-	7,500	-
Capital Outlay	-	-	20,000	-
Total Expense	$2,196	$3,461	$498,805	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Fund: 30000 Brazos County Grant Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Public Health Revenue	**60,000**	**-**	**-**	**-**	**-**
Intergovernmental	4,272,026	4,229,734	5,390,103	2,068,868	38%
Other Financing Sources	**478,638**	**1,162,822**	**2,033,115**	**-**	**-**
Total Revenue	**$4,810,663**	**$5,392,556**	**$7,423,218**	**$2,068,868**	**28%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**2,794,329**	**3,352,965**	**4,765,856**	**551,606**	**12%**
Benefits	**1,211,302**	**1,372,457**	**1,994,530**	**227,673**	**11%**
Supplies and Other Charges	**176,139**	**178,669**	**250,162**	**24,399**	**10%**
Contingency	**-**	**-**	**12,329**	**-**	**-**
Repairs and Maintenance	**3,637**	**5,206**	**5,750**	**53**	**1%**
Contractual Services	**403,012**	**229,747**	**117,091**	**19,076**	**16%**
Professional Services	**2,500**	**5,350**	**277,500**	**-**	**-**
Capital Outlay	**377,396**	**248,162**	**-**	**-**	**-**
Total Expense	**$4,968,314**	**$5,392,556**	**$7,423,218**	**$822,808**	**11%**

Fund: 31000 American Rescue Plan Act

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Reserves	**-**	**-**	**14,965,220**	**-**
Intergovernmental	1,509,822	13,078,112	10,110,124	-
Other Financing Sources	**-**	**15,610,777**	**470,000**	**-**
Total Revenue	**$1,509,822**	**$28,688,889**	**$25,545,344**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Expenditures Budgeted in Excess of Actual	**(478,903)**	**-**	**-**	**-**	**-**
Supplies and Other Charges	**(5,180)**	**-**	**-**	**-**	**-**
Contractual Services	**813,154**	**8,920**	**695,766**	**265,053**	**38%**
Capital Outlay	**1,180,752**	**14,616,239**	**24,849,578**	**2,415,449**	**10%**
Total Expense	**$1,509,822**	**$14,625,159**	**$25,545,344**	**$2,680,502**	**10%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**22,969**	**11,798**	**18,350**	**3,701**	**20%**
Reserves	**-**	**-**	**7,025**	**-**	**-**
Intergovernmental	1,026,255	1,035,885	1,050,000	1,050,000	100%
Total Revenue	**$1,049,224**	**$1,047,683**	**$1,075,375**	**$1,053,701**	**98%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**446,978**	**450,616**	**446,252**	**65,774**	**15%**
Benefits	**110,487**	**111,182**	**113,348**	**16,299**	**14%**
Supplies and Other Charges	**105,586**	**162,312**	**-**	**-**	**-**
Contingency	**-**	**-**	**508,750**	**-**	**-**
Repairs and Maintenance	**40,000**	**-**	**-**	**-**	**-**
Contractual Services	**-**	**12,574**	**-**	**-**	**-**
Capital Outlay	**346,174**	**310,999**	**7,025**	**50**	**1%**
Total Expense	**$1,049,224**	**$1,047,683**	**$1,075,375**	**$82,123**	**8%**

Fund: 33000 Sheriff's Office Crime Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**4,597**	**4,104**	**3,150**	**324**	**10%**
Other Revenue	60	-	-	-	-
Reserves	**-**	**-**	**117,815**	**-**	**-**
Total Revenue	**$4,657**	**$4,104**	**$120,965**	**$324**	**0%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**3,237**	**1,397**	**63,100**	**65**	**0%**
Contingency	**-**	**-**	**23,865**	**-**	**-**
Repairs and Maintenance	**-**	**-**	**4,000**	**-**	**-**
Capital Outlay	**-**	**-**	**30,000**	**-**	**-**
Total Expense	**$3,237**	**$1,397**	**$120,965**	**$65**	**0%**

Fund: 34000 District Attorney Crime Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund
(Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	11,242	45,351	20,000	-	-
Interest Income	**12,302**	**9,256**	**7,700**	**576**	**7%**
Reserves	**-**	**-**	**126,005**	**-**	**-**
Total Revenue	**$23,544**	**$54,607**	**$153,705**	**$576**	**0%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**27,105**	**69,806**	**88,179**	**9,676**	**11%**
Benefits	**10,539**	**35,555**	**40,346**	**5,868**	**15%**
Supplies and Other Charges	**18,986**	**22,905**	**24,180**	**1,549**	**6%**
Contractual Services	**360**	**360**	**1,000**	**-**	**-**
Other Financing Uses	**9,000**	**-**	**-**	**-**	**-**
Total Expense	**$65,990**	**$128,625**	**$153,705**	**$17,093**	**11%**

Fund: 35000 Election Contracts Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	14,088	11,368	25,000	-	-
Interest Income	**3,591**	**2,140**	**1,925**	**113**	**6%**
Reserves	**-**	**-**	**30,316**	**-**	**-**
Total Revenue	**$17,679**	**$13,508**	**$57,241**	**$113**	**0%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**7,163**	**10,483**	**11,700**	**-**	**-**
Repairs and Maintenance	**5,620**	**6,400**	**25,041**	**-**	**-**
Contractual Services	**14,166**	**27,166**	**20,500**	**13,080**	**64%**
Total Expense	**$26,949**	**$44,048**	**$57,241**	**$13,080**	**23%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	5,334	-	5,000	73,269	1,465%
Interest Income	**27,592**	**28,159**	**-**	**2,705**	**-**
Reserves	**-**	**-**	**587,698**	**-**	**-**
Total Revenue	**$32,926**	**$28,159**	**$592,698**	**$75,974**	**13%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	**174**	**-**	**4,735**	**-**
Contingency	**-**	**-**	**483,698**	**-**
Professional Services	**-**	**13,000**	**104,265**	**-**
Total Expense	**$174**	**$13,000**	**$592,698**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**497**	**2,220**	**500**	**206**	**41%**
Other Revenue	30,000	10,000	-	-	-
Reserves	**-**	**-**	**31,414**	**-**	**-**
Total Revenue	**$30,497**	**$12,220**	**$31,914**	**$206**	**1%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contingency	**-**	**-**	**26,914**	**-**
Professional Services	**7,500**	**3,744**	**5,000**	**-**
Total Expense	**$7,500**	**$3,744**	**$31,914**	**-**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	**11,772,533**	**11,384,097**	**8,998,260**	**689,066**	**8%**
Interest Income	**541,787**	**523,248**	**355,000**	**25,404**	**7%**
Reserves	**-**	**-**	**2,418,672**	**-**	**-**
Other Financing Sources	**1,250,000**	**1,250,000**	**1,250,000**	**-**	**-**
Total Revenue	**$13,564,320**	**$13,157,345**	**$13,021,932**	**$714,470**	**5%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Debt Service	**11,864,575**	**11,795,609**	**13,021,932**	**600**	**0%**
Total Expense	**$11,864,575**	**$11,795,609**	**$13,021,932**	**$600**	**0%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**411,956**	**199,315**	**-**	**11,602**	**-**
Other Revenue	-	949	-	-	-
Reserves	**-**	**-**	**1,023,030**	**-**	**-**
Other Financing Sources	**-**	**777,473**	**731,729**	**-**	**-**
Total Revenue	**$411,956**	**$977,737**	**$1,754,759**	**$11,602**	**1%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	**0**	**480,657**	**-**	**-**	**-**
Contractual Services	**2,398,009**	**-**	**-**	**-**	**-**
Capital Outlay	**632,060**	**4,672,335**	**1,754,759**	**358,851**	**20%**
Total Expense	**$3,030,069**	**$5,152,992**	**$1,754,759**	**$358,851**	**20%**

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	**1,070,010**	**629,337**	**343,500**	**40,566**	**12%**
Reserves	**-**	**-**	**11,356,929**	**-**	**-**
Total Revenue	**$1,070,010**	**$629,337**	**$11,700,429**	**$40,566**	**0%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Contractual Services	**5,741,125**	**5,821,208**	**11,700,429**	**201,667**	**2%**
Total Expense	**$5,741,125**	**$5,821,208**	**$11,700,429**	**$201,667**	**2%**

Fund: 43231 Off System Road Bond

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	500,363	276,233	158,000	18,721	12%
Reserves	-	-	5,053,031	-	-
Total Revenue	$500,363	$276,233	$5,211,031	$18,721	0%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Capital Outlay	3,929,511	2,056,242	5,211,031	-
Total Expense	$3,929,511	$2,056,242	$5,211,031	-

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	561,066	483,091	377,000	34,832	9%
Reserves	-	-	9,060,487	-	-
Other Financing Sources	-	-	60,040,000	-	-
Total Revenue	$561,066	$483,091	$69,477,487	$34,832	0%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Capital Outlay	98,459	2,538,351	69,477,487	674,475	1%
Total Expense	$98,459	$2,538,351	$69,477,487	$674,475	1%

Fund: 45000 Capital Improvement Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Other Revenue	(37,500)	34,000	-	-
Reserves	**0**	**-**	**13,707,738**	**-**
Other Financing Sources	**4,180,663**	**764,118**	**14,226,237**	**-**
Total Revenue	**$4,143,163**	**$798,118**	**$27,933,975**	**-**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Contingency	**-**	**-**	**2,000,000**	**-**	**-**
Capital Outlay	**9,905,434**	**4,871,429**	**25,933,975**	**104,703**	**0%**
Total Expense	**$9,905,434**	**$4,871,429**	**$27,933,975**	**$104,703**	**0%**

Fund: 50000 Health and Life Insurance Fund

Brazos County, Texas
FY 2025-2026 Budget to Actuals - Revenue and Expenditure Categories Report by Fund (Unaudited)

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Other Revenue	27,567,563	24,743,077	24,054,960	4,272,949	18%
Reserves	**-**	**-**	**10,179,719**	**-**	**-**
Total Revenue	**$27,567,563**	**$24,743,077**	**$34,234,679**	**$4,272,949**	**12%**

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	**221,846**	**249,178**	**642,530**	**38,249**	**6%**
Benefits	**106,496**	**127,533**	**263,242**	**18,552**	**7%**
Supplies and Other Charges	**58,937**	**66,752**	**107,730**	**6,305**	**6%**
Contingency	**-**	**-**	**2,750,927**	**-**	**-**
Repairs and Maintenance	**65**	**120**	**750**	**-**	**-**
Contractual Services	**23,176,197**	**25,285,310**	**30,034,500**	**3,562,560**	**12%**
Professional Services	**372,198**	**386,387**	**435,000**	**56,551**	**13%**
Total Expense	**$23,935,739**	**$26,115,280**	**$34,234,679**	**$3,682,215**	**11%**

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 01000 General Fund - Contingency

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	6,500,000.00	(56,180.00)	6,443,820.00
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
Court Facility - Administration - 54001410 *	41,815.00	(15,525.00)	26,290.00
Total General Fund Contingency	**6,578,715.00**	**(71,705.00)**	**6,507,010.00**

* Can only be used for that program or division

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 11000 HOT Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
HOT Fund Contingency - 11002500	500,000.00	-	500,000.00
Total HOT Fund Contingency	**500,000.00**	**-**	**500,000.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 12005000	144,897.00	-	144,897.00
Total Unclaimed Property Fund Contingency	**144,897.00**	**-**	**144,897.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 20000 County Clerk Records Management Fund - Contingency *

.

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 21005000	1,056,168.00	-	1,056,168.00
Total Count Clerk Records Management Fund Contingency	**1,056,168.00**	**-**	**1,056,168.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 21006000	1,541,000.00	-	1,541,000.00
Total Count Clerk Archival Fund Contingency	**1,541,000.00**	**-**	**1,541,000.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 51000100	300,702.00	-	300,702.00
Total Courthouse Security Fund Contingency	**300,702.00**	**-**	**300,702.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
JP Technology Administration - 24005000	73,738.00	-	73,738.00
Total Justice of the Peace Technology Fund Contingency	**73,738.00**	**-**	**73,738.00**

* Can only be used for this fund and specific divisions

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 25000 Forfeiture Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Sheriff Forfeiture Fund - 2801000	16,652.00	-	16,652.00
Total Forfeiture Fund Contingency	**16,652.00**	**-**	**16,652.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 19006000	6,285.00	-	6,285.00
Total District Attorney Hot Check Collections Fund - Contingency	**6,285.00**	**-**	**6,285.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 12006000	117,164.00	-	117,164.00
Total Bail Bond Board Fund - Contingency	**117,164.00**	**-**	**117,164.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 13006000	427,633.00	-	427,633.00
Total Vehicle Inventory Interest Fund - Contingency	**427,633.00**	**-**	**427,633.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 30000 Grant Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Metropolitan Planning - 424100	12,329.00	-	12,329.00
Total Grant Fund Contingency	**12,329.00**	**-**	**12,329.00**

* Can only be used for this fund and specific divisions

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 32000 SB 22 2023 Rural Law Enforcement Salary Assistance Program - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Sheriff's Office - Rural Law Enforcement Grant Program - 281002	508,750.00	-	508,750.00
Total SB 22 2023 Rural Law Enforcement Salary Assistance Program Fund Contingency	**508,750.00**	**-**	**508,750.00**

* Can only be used for this fund and specific divisions

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 28050000	23,865.00	-	23,865.00
Total Sheriff's Office Crime Fund Contingency	**23,865.00**	**-**	**23,865.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Commissioner's Court Contingency - 63110001	2,000,000.00	(157,939.00)	1,842,061.00
Total General Permanent Improvement Fund Contingency	**2,000,000.00**	**(157,939.00)**	**1,842,061.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Group Insurance - Administration - 64005000	2,730,927.00	-	2,730,927.00
Health and Wellness Clinic - 64005100	20,000.00	-	20,000.00
Total Health and Life Insurance Fund Contingency	**2,750,927.00**	**-**	**2,750,927.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Jail Commissary - 28006000	387,089.00	-	387,089.00
Total Jail Commissary Fund Contingency	**387,089.00**	**-**	**387,089.00**

* Can only be used for this fund

Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 18006000	66,359.00	-	66,359.00
Total County Attorney Operating Fund Contingency	**66,359.00**	**-**	**66,359.00**

* Can only be used for this fund