



MINUTES

OCTOBER 31, 2023

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, October 31, 2023 with the following members of the Court present:

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

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

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

Jody Quimby stated important information was given in the Workshop last week on Improving Our Elections and encouraged everyone to go back and review the video on the county website. Mr. Quimby noted that both the Texas Republican party and the Republican National Committee support the resolution "Return to Excellence" in Voting and Elections. Mr. Quimby then read portions of the Texas GOP Resolution and asked the Court to take those items into consideration. A copy is attached.

Consider and take action on agenda items: 3 - 22

3. Approval of the following members to the Safe Streets For All Advisory Committee:
 - a. Melanie Dillard
 - b. Jackie Pacha
 - c. Wendy Weeden
 - d. Jeremy Osborne
 - e. Melissa Walden

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

4. Acceptance of donated or unclaimed property left by inmates leaving the Brazos County Detention Center for the months of June and July 2023.

A copy of the donation forms is attached.

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

5. Approval of the Non-Profit Organization Application for Brazos County Inmate Work Crew Labor to assist the Rotary Club of Bryan in assembling and restoring Flags at a Work location for the Field of Valor 1000 Flag Salute to Service.

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

6. Approval requested from Risk Management for payment to Corey Burns in the amount of \$625.90 for loss of personal property.

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

7. Request authorization to wire transfer up to \$12,804,509.53 to HHSC for the Federal Fiscal Year (FFY) 2022 Graduate Medical Education Program (GME) Retroactive Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.

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

8. Approval of the Fiscal and Personnel Management Agreement between Brazos County and the Regional Mobility Authority.

A copy of the agreement is attached.

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

9. Approval requested from Road & Bridge for Renewal of the Field Agreement with Texas Wildlife Service Program (TWSP) for rodent and pest removal from various dam structures in Brazos County from October 1, 2023 - September 30, 2024.

A copy of the renewal of contract is attached.

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

10. Approval 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.

A copy of the surplus property is attached.

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

11. Approval of the following Community Support Contracts for FY 2024:
 - a. Brazos Valley Dispute Resolution Center
 - b. Brazos Valley Economic Development Corporation
 - c. Keep Brazos Beautiful, Inc.
 - d. National Alliance on Mental Illness - Brazos Valley, Inc.

A copy of the contracts is attached.

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

12. Approval of Amendment #1 to Contract CIP #23-606 Imaging and Indexing of Marriage Records with Kofile Technologies to add the cost of the project by \$24,619.40 for double page scanning.

A copy of the amended contract is attached.

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

13. Approval of Contract #24-078 Weather Data Software and Licensing for Emergency Management with Baron Weather, Inc.

A copy of the service contract is attached.

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

14. Approval of the following committee for RFP #CIP 24-513 Exterior Access Stairs.
 - a. Trevor Lansdown

- b. Matt Mayo
- c. William "Bill" Hadley
- d. Legal (non-voting)
- e. Purchasing (non-voting)
- f. Architect - Burditt (Non-Voting)

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

15. Permission to Advertise CIP 24-513 Exterior Access Stairs.

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

16. Approval of CIP 24-534 Saas Software Service Agreement with Tyler Technologies, Inc.

A copy of the service contract is attached.

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

17. Tax Refund Applications for the following:

Overpayments

- a. George J. Novak, Sr. - \$256.79

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

18. Budget Amendments.

- FY 22/23 Budget Amendments 54.01 - 54.05
- FY 23/24 Budget Amendments 5.01 - 5.09

Commissioner Aldrich asked Budget Analyst Nina Payne to explain the reallocation of funds for the renovation projects. Mrs. Payne stated the funding source for the renovations of the BISD building, the north wing, and the sanctuary for both fiscal years were reallocated in the 2023 Certificates of Obligation Fund and the General Improvement Fund. The changes were made to meet the strict deadlines for ARPA funding.

FY 22/23 Budget Amendments 54.01 - 54.05

54.01 Reallocate funds for County Attorney.

54.02 Reallocate funds for Court Support.

54.03 Reallocate Certificate of Obligation funds.

54.04 Reallocate General Permanent Improvement funds.

54.05 Transfer Contingency funds to Fleet Services.

FY 23/24 Budget Amendments 5.01 - 5.09

5.01 Reallocate funds for Facility Services.

5.02 Reallocate funds for County Clerk.

5.03 Reallocate funds for County Clerk.

5.04 Reallocate funds for Sheriff's Office - Jail.

5.05 Transfer Contingency and Hail Repair funds to Juvenile.

5.06 Transfer Capital funds to Constable, Precinct 4.

5.07 Transfer Contingency funds to Justice of the Peace, Precinct 1 and Constable, Precinct 1.

5.08 Reallocate Certificate of Obligation funds.

5.09 Reallocate General Permanent Improvement funds.

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

19. Personnel Change of Status.

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

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

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

20. Payment of Claims.

Claims

8125479 - 8125626

9008863 - 9008916

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

21. Convene into Executive Session pursuant to Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, or duties of the Budget Officer.

At this point, the County Judge announced the Court would consider items 23 through 27 and then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:20 a.m. the County Judge

stated that the Court would convene into Executive Session to deliberate pursuant to Section 551.074 as stated above.

The following individuals were asked to stay for the session:

Cheryl Coffman, Executive Assistant
Ed Bull, Chief of Staff/Civil Counsel
Katie Conner, County Auditor
Jennifer Salazar, Human Resources Director

22. Consider and possible action on Executive Session.

At 10:47 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.

23. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of October 25, 2023.

Acknowledgement of FY 2023-2024 Contingency Budget to Actuals as of October 25, 2023.

The Court acknowledged receipt of the 2023-2024 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of October 25, 2023.

24. Acknowledgement of monthly reports submitted in October 2023.

The Court acknowledged receipt of the Extension Service reports submitted in October 2023 and acknowledged receipt of reports from the County Clerk's Office and Constable, Precinct 2 showing revenues collected and remitted to the County Treasurer.

25. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 37 juveniles in the detention center, 30 are male and 7 are female, and 26 have electronic monitors.

26. Sheriff's report on inmate population.

Sheriff Wayne Dicky stated there were 730 inmates in jail, 620 inmates are male, 110 are female and 54 have electronic monitors.

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

Commissioner Aldrich stated he would like the Court and citizens to receive updates on the renovation projects as plans progress. Judge Peters agreed saying it would be good for the public to also know what is being done.

Commissioner Aldrich reminded everyone that Early Voting is still taking place.

Budget Analyst Nina Payne noted the FY 2024 Budget will be filed in the County Clerk's office today and will be posted on the county website either today or tomorrow.

28. Adjourn.



**BRAZOS COUNTY
BRYAN, TEXAS**

FILED

2023 OCT 21 P. 3: 22

Karen McCreer

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET
IN REGULAR SESSION ON OCTOBER 31, 2023 AT 10:00 AM IN THE
COMMISSIONERS COURTROOM OF THE COUNTY
ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVE., SUITE 106,
BRYAN, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE
AT FACEBOOK.COM/BRAZOSCOUNTYTX**

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

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5. Approval of the Non-Profit Organization Application for Brazos County Inmate Work Crew Labor to assist the Rotary Club of Bryan in assembling and restoring Flags at a Work location for the Field of Valor 1000 Flag Salute to Service.
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- Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.
8. Approval of the Fiscal and Personnel Management Agreement between Brazos County and the Regional Mobility Authority.
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 11. Approval of the following Community Support Contracts for FY 2024:
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 - **Overpayments**
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 - a. Employment & Separations
 - b. Personnel Action Forms
 20. Payment of Claims.
 21. Convene into Executive Session pursuant to Texas Government Code §551.074 to

- discuss the appointment, employment, evaluation, reassignment, or duties of the Budget Officer.
22. Consider and possible action on Executive Session.
 23. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of October 25, 2023.
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals as of October 25, 2023.
 24. Acknowledgement of monthly reports submitted in October 2023.
 25. Juvenile director's report on detention population.
 26. Sheriff's report on inmate population.
 27. Announcement of interest items and possible future agenda topics.
 28. Adjourn.

PUBLIC COMMENTS

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

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

1. cancellation of a speaker's time;
2. removal from the Commissioners Court;
3. a Contempt Citation; and/or
4. such other and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

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

INVOCATION

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

The Commissioners Courtroom of the County Administration Building, 200 South Texas Ave., Suite 106, Bryan, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT [FACEBOOK.COM/BRAZOSCOUNTYTX](https://www.facebook.com/brazoscountytexas) 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

31st DAY OF October, 20 23
10:00 AM/PM, Regular Meeting

Name

(PLEASE PRINT)

Katie Connor

Ann Boney

Nora Payne

WM. CHARLES WENDT

KAITLYN BATTLES

SETH LATHAM MARTINEZ

LINDA Ricketson

Cynthia Wiley

Cathy Viens

JOY QUIMBY

Karen McQueen

Flo Workman

Ashlie Peters-Bowman

Paul Matwe

Bob Lamkin

Organization

(PLEASE PRINT)

Auditor

NAACP

Auditors

PURCHASING

↓

↓

Juvenile

Self

taxpayer

CITIZEN

Co. Clerk

Co Clerk's Off.

Co. Clerk's Off.

BISO

Health District

BRAZOS COUNTY COMMISSIONER'S COURT

31st DAY OF October, 20 23
10:00 (AM/PM), Regular Meeting

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Eric CALDWELL Kevin Stuart	BCIT ASCSO
Ben Holmes	Vet. Serv.
Donald Lampo	Constable Pct. 2
Marsha Anderson	C.S. OFF.
MIKE STREEZ	TAXPAYER
Katie Mock	BTID
Darrell Kolwer	R & B
Kimberly Row	CO Judge
Edward C. Butler	Co Judge OFFER
Cristian Villarreal	Treas
MELISSA BOWLES	Co. JUDGE
Leslie Contreras	RISK
Jennifer Salazar	HR
FRED PAINE	R & B
Cheryl Coffman	Comm. Court

<https://texasgop.org/return-to-excellence/>

Texas GOP Resolution Supporting a “Return to Excellence” in Voting and Elections

POSTED 10.05.2023 - by [James Wesolek](#)

WHEREAS, the Republican National Committee (RNC) adopted a “Resolution Urging a ‘Return to Excellence’ in Voting and Elections” during the RNC Summer 2023 Meeting; and

WHEREAS, the Republican Party of Texas declares our opposition to voting manipulation schemes and seeks to return to the functional and historic balloting and polling experience that Texans understand, appreciate, and accept; and

WHEREAS, ensuring the integrity of our voting and election administration is critical and foundational to maintaining a civil and decent society decentralized from a federal government, as the Founders intended; and

WHEREAS, Texans expect transparent, accurate, and timely determinations pertaining to elections and the administration of elections; and

WHEREAS, elections have been under assault from those on the Left as they attempt to implement schemes and intentionally inject chaotic administrative decisions that have drastically changed how elections are conducted in our most populous counties in Texas; and

WHEREAS, election officials are obliged to ensure equal polling place access and should not eliminate polling places in order to move to countywide voting, which has reduced the number of polling places in more conservative areas; and

WHEREAS, Democrats are attempting to pass non-citizen voting, ranked choice voting, and increased mail-in balloting in Texas, which the Republican Party of Texas has previously resolved to oppose in order to ensure that only United States citizens decide our elections; and

WHEREAS, the grassroots activists of the Republican Party of Texas have discovered and made it abundantly clear that there are recognized problems with electronic voting procedures and that our instituted systems and election processes have been intentionally complicated; and

WHEREAS, credible election experts agree that the most resilient voting systems are those that use paper ballots, either marked by hand or with an assistive device, and allow voters to verify their votes before any means of tabulation; now

THEREFORE, BE IT RESOLVED that the Republican Party of Texas opposes any means of voting that do not have proper safeguards in place or that are exclusively electronic, and calls on

every county in the state to use ballot procedures that are fully auditable with hand-marked, voter-verifiable paper ballots to ensure that every vote is memorialized by a paper record; and

BE IT FURTHER RESOLVED that the Republican Party of Texas calls on the Secretary of State to implement anti-counterfeit ballot printing, tracing, and verification procedures; and

BE IT FURTHER RESOLVED that the Republican Party of Texas supports the rights of counties that are willing and able to competently and efficiently implement voting procedures that do not require the use of machines and also supports those that implement hand counting procedures that are fully auditable to do so; and

BE IT FURTHER RESOLVED that the Republican Party of Texas calls on the Texas Legislature to pass laws that allow for full and transparent hand-counting procedures that are planned, timely, and fully observable by the public and the registered parties for precinct-level audits and recounts; and

BE IT FURTHER RESOLVED that the Republican Party of Texas calls on all Republican officeholders to defend the historic practice of geographically localized precinct polling places; and

BE IT FURTHER RESOLVED that the Republican Party of Texas stands firmly behind voter identification laws and calls on the Texas Legislature to keep and pass laws to ensure that the identity of every voter is verified, regardless of the method by which the citizen votes; and

BE IT FURTHER RESOLVED that the Republican Party of Texas opposes all efforts to unreasonably expand time periods for early or mail-in voting that make ballot counting procedures intentionally unmanageable or incapable of being completed expeditiously on election day; and

BE IT FURTHER RESOLVED that the Republican Party of Texas calls for the elimination of funding by non-governmental organizations, whether directly or indirectly, for all activities related to our elections; and

BE IT FURTHER RESOLVED that the Republican Party of Texas calls for the creation and maintenance of precinct polling places so that voting occurs in each legal precinct or geographic unit in order to provide impartial access for all voters; and

BE IT FURTHER RESOLVED that the Republican Party of Texas calls for a necessary “return to excellence” – a return to the simple and proven methods of precinct voting with auditable voting procedures using paper ballots, in fair, reasonable, and limited time periods, using proper voter identification to strengthen voter confidence and ensure that election procedures can be a fair and open process for all to participate.

REPUBLICAN

NATIONAL COMMITTEE

**RESOLUTION URGING A “RETURN TO EXCELLENCE” IN AMERICAN VOTING
AND ELECTIONS**

WHEREAS, To present a formal Resolution from the Republican National Committee for declared opposition to voting manipulation schemes and to return to the functional and historic balloting and polling experience that Americans understand, appreciate, and love;

WHEREAS, The mission of the Republican Party is to act as the party that encourages and allows the broadest possible participation to all voters and to assure that the Republican Party is open and accessible to all Americans;

WHEREAS, Ensuring the integrity of our voting and election administration is critical and foundational to maintaining a civil and decent society decentralized from a federal government as the Founders intended;

WHEREAS, Americans expect accurate and swift determinations as it pertains to elections and the administration of elections;

WHEREAS, Elections have been under assault from those on the Left as they attempt to implement schemes and intentionally inject chaotic administrative changes that have drastically changed how elections are conducted in hundreds of the most populous counties and regions across the nation;

WHEREAS, Election officials are obligated to apply polling place access equitably in states, and should not eliminate polling places in order and to move to “vote center” models that make polling place access more difficult in more conservative areas;

WHEREAS, Democrats are passing non-citizen voting laws in liberal cities, which the Republican National Committee has previously resolved to oppose and ensure only United States citizens decide our elections;

WHEREAS, Republican officials are explicitly asking for decisive direction and support from the national Republican apparatus and elected Republican leadership;

WHEREAS, The grassroots activists of the Republican Party have discovered and made it abundantly clear that there are recognized problems with electronic election procedures and intentional complications of instituted systems that complicate, belabor, and slow down our election processes;

WHEREAS, Election experts agree that the most resilient voting systems use paper ballots, either marked by hand or with an assistive device, and are verified by the voter before any means of tabulation; and

WHEREAS, The Republican National Committee has unanimously opposed complicated election schemes like Ranked Choice Voting that is a clear example of the chaos being pushed on our states and territories; therefore, be it



RESOLVED, The Republican National Committee boldly opposes means of voting that do not have the proper safeguards in place and are exclusively electronic and calls on every county and state in the nation to use as the default ballot systems, which are fully auditable, namely hand-marked, voter-verified paper ballots to ensure every voter is memorialized by a paper record;

RESOLVED, The Republican National Committee calls on secretaries of state of each state to implement anti-counterfeit ballot printing, tracing and verification procedures;

RESOLVED, The Republican National Committee formed a special Election Integrity Committee designed to offer ideas, suggestions and reports on election equipment and voting procedures and it will integrate its findings of best practices through the Election Integrity Department and communicating its findings on voting schemes, balloting systems, election equipment, and safeguards to elected officials, candidates, and voters;

RESOLVED, The Republican National Committee supports the rights of counties and states that are willing and able to competently and efficiently implement voting procedures that do not require the use of machines and those that implement hand counting procedures that are fully auditable;

RESOLVED, The Republican National Committee calls on state legislatures, county, and municipal governments to pass laws and municipal codes and rules that allow for full transparent hand-counting procedures that are planned, timely and fully observable by the public and the registered parties for geographically defined audits and recounts;

RESOLVED, The Republican National Committee calls on all Republican officeholders to defend the historic practice of geographically-defined and assigned precinct, ward and localized polling places for means of balloting and tabulating paper ballots by geographic unit;

RESOLVED, The Republican National Committee stands firmly behind voter identification laws and calls on state legislatures to pass laws to ensure every voter is verified to be the actual voter regardless of method in which they vote at the time of voting, casting, or delivering a ballot;

RESOLVED, The Republican National Committee hereby opposes any and all efforts for states to unreasonably expand time periods for early or vote-by-mail that makes ballot counting procedures intentionally unmanageable or incapable to complete expeditiously following the conclusion of an election on election day;

RESOLVED, The Republican National Committee calls for elimination of temporary or 'pop-up' voting locations, drop boxes, and any other voting center that are not fairly defined and bound to a designated geographic territory and where voting locations exist, namely by precinct, so that voting is accessible equitably by legal precinct, ward or defined geographic unit in order to provide impartial access for all voters; and

RESOLVED, The Republican National Committee calls for a necessary "return to excellence" or in other words, a return to the simple and proven methods of precinct, ward or geographically-defined localized voting with auditable balloting procedures using paper ballots, in fair, reasonable limited time periods, using proper identification to strengthen voter confidence and to ensure that American election procedures can be a fair and open process for all to participate.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Approval of the following members to the Safe Streets For All Advisory Committee:

- a. Melanie Dillard
- b. Jackie Pacha
- c. Wendy Weeden
- d. Jeremy Osborne
- e. Melissa Walden

TO: Commissioners Court

DATE: 10/25/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/31/2023
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• c. Wendy Weeden
• d. Jeremy Osborne
• e. Melissa Walden
TO: Commissioners Court
DATE: 10/25/2023
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

No Attachments Available

Description

Type

APPROVED

10/31/23

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

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

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Acceptance of donated or unclaimed property left by inmates leaving the Brazos County Detention Center for the months of June and July 2023.

TO: Commissioners Court

FROM: Chief Kevin Stuart, CJM

DATE: 10/25/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Donation_of_County_Property_2023_June_form_dated_2023-1025.pdf	Items on Donation form for June 2023	Backup Material
Donation_of_County_Property_2023_July_form_dated_2023-1025.pdf	Items on Donation form for July 2023	Backup Material



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

Date: 10/25/23

- 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, electronics, jewelry and other misc items left by
Inmates leaving the Brazos Co. Detention Center in the month of June 2023.

Estimated Value: _____ Check box for Capital Asset (value/initial cost is over \$5000)

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:
<input type="checkbox"/> 61235000 (Donation - Other)*	Government Entity: <u>Brazos Sheriff's Office</u>
<input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999)	Organization Name
<input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	Other (Due to Statutory requirements prior approval is required by Purchasing: _____)
	Organization Name

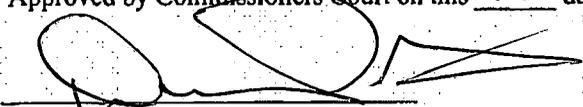
**Donation - Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.*

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: Brazos Sheriff's Office Department Name Michael C. Authorized Signature

Organization Receiving Donated Property: Michael C. Authorized Signature

Approved by Commissioners Court on this 31 day of OCTOBER 2023


Commissioners Court Approval

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 6/20/2023

Jail ID: 337822

SO#: 134704

This is to advise you, Coleman, Michael James 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

DONATE

- 1) RED SHOES, SOCKS, BOXERS, 6) _____
- 2) SHORTS, UNDERWEAR, GRAY JACKETS 7) _____
- 3) GRAY SHIRT, BLACK SHIRT, GRAY PANTS 8) _____
- 4) PAPERWORK, DVDS, BAG OF MISC 9) _____
- 5) ITEMS 10) _____

Inmate Signature: [Signature] Date: 6/20/2023

Officer Signature: [Signature] 11581 Date: 6/20/2023

Person Designated To Pick Up Property:

Name: [Signature]

Address: [Signature]

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: 6/16/2023

Jail ID:334944

SO#:111593

This is to advise you, ORTIZ, GABRIEL STEVEN 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

DONATE

- | | |
|----------------------|-----------|
| 1) <u>PAIR SOCKS</u> | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: *[Signature]* Date: 6/16/2023

Officer Signature: _____ Date: 6/16/2023

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

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

Releasing Officers Signature: _____ Date: _____

DORIANE

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 6/30/2023

Jail ID:338136

SO#:61825

This is to advise you, MARTINEZ, ELIAS MORALES, JR that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be 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, SHIRT, SHOES | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: Elias Morales Jr

Date: 6/30/2023

Officer Signature: [Signature] 11581

Date: 6/30/2023

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Receiver's Signature: _____

Date: _____

(Include Copy Of ID)

Releasing Officers Signature: _____

Date: _____



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

Date: 10/25/23

- 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, electronics, jewelry and other misc items left by
Inmates leaving the Brazos Co. Detention Center in the month of July 2023.

Estimated Value: _____ Check box for Capital Asset (value/initial cost is over \$5000)

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:
<input type="checkbox"/> 61235000 (Donation - Other)*	Government Entity: <u>Brazos Sheriff's Office</u>
<input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999)	Organization Name
<input type="checkbox"/> 80010000 (Capital Property - Over \$5000)	Other (Due to Statutory requirements prior approval is required by Purchasing: _____)
	Organization Name

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

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: Brazos Sheriff's Office Michael C
Department Name Authorized Signature

Organization Receiving Donated Property: Michael C
Authorized Signature

Approved by Commissioners Court on this 31 day of OCTOBER 2023

[Signature]
Commissioners Court Approval

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 7/14/2023

Jail ID:340543

SO#:141003

This is to advise you, CISNEROS, GREGORIO, III that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be 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) <u>1 blue jeans</u> | 6) <u>2 blk shoes</u> |
| 2) <u>2 red shirts</u> | 7) <u>1 wallet w mis cards</u> |
| 3) <u>2 blk socks</u> | 8) <u>Contact case</u> |
| 4) <u>1 belt</u> | 9) _____ |
| 5) <u>2 slides</u> | 10) _____ |

Inmate Signature: [Signature]

Date:7/14/2023

Officer Signature: _____

Date:7/14/2023

Person Designated To Pick Up Property:

Name: Delbon matus

Address: 405 Cambridge

Phone# _____

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

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 7/24/2023

Jail ID:340065

SO#:135164

This is to advise you, DAWSON, AUNI PETRICE 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) <u>BRA</u> | 6) <u>ID</u> |
| 2) <u>SHOES</u> | 7) <u>HAIR CLIP</u> |
| 3) <u>SHIRT</u> | 8) <u>JEWELRY</u> |
| 4) <u>JEANS</u> | 9) _____ |
| 5) <u>JACKET</u> | 10) _____ |

Inmate Signature: *Auni Dawson* Date: 7/24/2023

Officer Signature: *[Signature]* 11581 Date: 7/24/2023

Person Designated To Pick Up Property:

Name: Debi Cox

Address: 7146 Rosemaria Rd

Dallas TX

Phone# 214-562-4334

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

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 7/24/2023

Jail ID:341001

SO#:133043

This is to advise you, ZAVALA, LILIA 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) SHOES _____ 6) _____
 - 2) BLK PANTS _____ 7) _____
 - 3) PURPLE SHIRT _____ 8) _____
 - 4) UNDERWEAR _____ 9) _____
 - 5) SOCKS _____ 10) _____
- DONATE*

Inmate Signature: Lilia Zavala Date: 7/24/2023

Officer Signature: [Signature] 11561 Date: 7/24/2023

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

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

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY SHERIFF'S OFFICE

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 7/6/2023

Jail ID:332539

SO#:129773

This is to advise you, GREEN, SEMAJ MARQUISE 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) <u>Misc. clothes</u> | 6) _____ |
| 2) <u>SANDLE</u> | 7) _____ |
| 3) <u>Pair car TRIMS (gray)</u> | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: [Signature] Date: 7/6/2023

Officer Signature: [Signature] Date: 7/6/2023

Person Designated To Pick Up Property:

Name: Jakole Lyles

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: 7/27/2023

Jail ID:341122

SO#:62944

This is to advise you, SANDERS, CLYNE 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) <u>2 Wht/red shoes</u> | 6) _____ |
| 2) <u>1 Swim trunks</u> | 7) _____ |
| 3) <u>2 Socks</u> | 8) _____ |
| 4) <u>1 Underwear</u> | 9) _____ |
| 5) <u>1 red shirt</u> | 10) _____ |

Inmate Signature: [Signature] Date:7/27/2023

Officer Signature: [Signature] 11581 Date:7/27/2023

Person Designated To Pick Up Property:

Name: Florence Sanders

Address: 2445 Westway
Bryan, TX 77807

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: 7/6/2023

Jail ID:316881

SO#:132541

This is to advise you, Wynn, Joshua Cyrus 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) <u>Misc clothes</u> | 6) _____ |
| 2) <u>Books</u> | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: [Signature] Date:7/6/2023

Officer Signature: [Signature] Date:7/6/2023

Person Designated To Pick Up Property:

Name: Dorthea Wynn

Address: _____

Phone# 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: 7/27/2023

Jail ID:338511

SO#:112057

This is to advise you, Edwards, Tony 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) <u>2 Wht shoes</u> | 6) <u>2 blk pants</u> |
| 2) <u>1 red sweater</u> | 7) <u>2 socks</u> |
| 3) <u>1 blk sweater</u> | 8) <u>pearings / wallet</u> |
| 4) <u>1 Wht shirt</u> | 9) <u>Credit card / ID</u> |
| 5) <u>1 tank top</u> | 10) <u>1 blk phone in blk case</u> |

Inmate Signature: [Signature] Date: 7/27/2023

Officer Signature: [Signature] 11581 Date: 7/27/2023

Person Designated To Pick Up Property:

Name: Brea McClain

Address: 1612 Rock Hollow Loop
Bryan, TX 77803

Phone#: 979-446-5452

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

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 7/14/2023

Jail ID:340721

SO#:140593

This is to advise you, Villa, Juan Bruno, III that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be 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) <u>2 wnt shoes</u> | 6) <u>MISC Hygiene</u> |
| 2) <u>blk jeans</u> | 7) <u>2 Phones</u> |
| 3) <u>2 blk shirt</u> | 8) <u>1 tx dl / belt</u> |
| 4) <u>1 blue shirt</u> | 9) _____ |
| 5) <u>Grey shorts</u> | 10) <u>DONATED</u> |

Inmate Signature: [Signature]

Date: 7/14/2023

Officer Signature: _____

Date: 7/14/2023

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

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

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 7/24/2023

Jail ID:340403

SO#:129751

This is to advise you, MERRELL, DE ANGELA MARQUISHA 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) SHOES | 6) BRA |
| 2) SHORTS | 7) UNDERWEAR |
| 3) BLK SHIRT | 8) SOCKS |
| 4) BLK TANKTOP | 9) BIBLE |
| 5) HOODIE | 10) ID |

DONATE

Inmate Signature: De Angela Merrell Date: 7/24/2023

Officer Signature: [Signature] 11581 Date: 7/24/2023

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: 7/6/2023

Jail ID:316881

SO#:132541

This is to advise you, Wynn, Joshua Cyrus 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) <u>Misc clothes</u> | 6) _____ |
| 2) <u>Books</u> | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature: [Signature] Date: 7/6/2023

Officer Signature: [Signature] Date: 7/6/2023

Person Designated To Pick Up Property:

Name: Dorthea Wynn

Address: _____

Phone# 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: 7/24/2023

Jail ID:340043

SO#:61805

This is to advise you, SPRADLING, BRENDA R 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) <u>SHOES (2 PAIR)</u> | 6) <u>COP , MISC PAPERWORK</u> |
| 2) <u>BRA</u> | 7) <u>MEDICATION</u> |
| 3) <u>UNDERWEAR</u> | 8) <u>ID</u> |
| 4) <u>SHIRT</u> | 9) _____ |
| 5) <u>LEGGINGS</u> | 10) _____ |

Inmate Signature: [Signature] Date: 7/24/2023

Officer Signature: [Signature] ,1581 Date: 7/24/2023

Person Designated To Pick Up Property:

Name: Tanya Hutto.
Address: 7021 WHEELER HALL
BRYAN, TX 77807
Phone#: 0979 218 798 1

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

Releasing Officers Signature: _____ Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 7/5/2023

Jail ID:340125

SO#:109413

This is to advise you, AFRIDI, MUHAMMAD ASHAR 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) <u>1 blk phone cr case</u> | 6) <u>1 pair blk shoes</u> |
| 2) <u>1 wht charger</u> | 7) <u>BOOKS</u> |
| 3) <u>1 blk belt</u> | 8) <u>Folders</u> |
| 4) <u>1 Grey sweater</u> | 9) _____ |
| 5) <u>1 blk pants</u> | 10) _____ |

Inmate Signature: 

Date:7/5/2023

Officer Signature: _____

Date:7/5/2023

Person Designated To Pick Up Property:

Name: Rashid Afridi

Address: 2400 Wingren Rd. APT 2020
Irving TX 75062

Phone# 214-629-1843

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

Date: _____

Releasing Officers Signature: _____

Date: _____

**BRAZOS COUNTY DETENTION CENTER
INMATE PROPERTY INVENTORY FORM**

Date Inmate Left Facility: 7/6/2023

Jail ID:321563

SO#:43228569

This is to advise you, LATSON, ADRIAN B 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) <u>3 Note Books</u> | 6) _____ |
| 2) <u>1 Cg Envelope</u> | 7) _____ |
| 3) <u>Misc. PAPER WORK</u> | 8) _____ |
| 4) <u>Slicers</u> | 9) _____ |
| 5) <u>misc. clothes</u> | 10) _____ |

Inmate Signature: [Signature] Date:7/6/2023

Officer Signature: [Signature] Date:7/6/2023

Person Designated To Pick Up Property:

Name: Linda Latson

Address: 2

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: 7/6/2023

Jail ID:340308

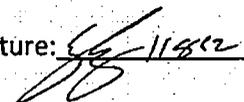
SO#:123290

This is to advise you, Terrell, Ra, III that the Brazos County Office of the Sheriff will grant you a period of one week (five working days) to have anyone of your choice pickup and/or receive any and all property that you have accumulated during your time incarcerated in the Brazos County Detention Center. In the event that no one has picked up your property after the expiration of one week (five working days), any and all property will be 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) <u>Misc. clothe</u> | 6) _____ |
| 2) <u>Shoes</u> | 7) _____ |
| 3) <u>Shoes Belt</u> | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

Inmate Signature:  Date:7/6/2023

Officer Signature:  Date:7/6/2023

Person Designated To Pick Up Property:

Name: _____

Address: _____

Phone# _____

Donate

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

Releasing Officers Signature: _____ Date: _____

BRAZOS COUNTY SHERIFF'S OFFICE



**BRAZOS COUNTY
BRYAN, TEXAS**

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

DATE OF COURT MEETING: 10/31/2023

ITEM: Approval of the Non-Profit Organization Application for Brazos County Inmate Work Crew Labor to assist the Rotary Club of Bryan in assembling and restoring Flags at a Work location for the Field of Valor 1000 Flag Salute to Service.

TO: Commissioners Court

FROM: Chief Kevin Stuart, CJM

DATE: 10/19/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

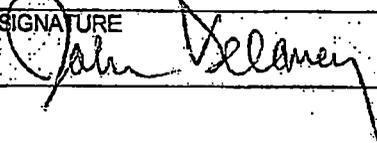
ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2023 Rotary Club work request to sheriff.pdf	2023 Rotary Club of Bryan Non-Profit Organization Application	Cover Memo

**Non-Profit Organization Application for
Brazos County Inmate Work Crew Labor**

ORGANIZATION ROTARY CLUB OF BRYAN		PHONE 979-219-1100
ADDRESS STATE ZIP CITY	FAX	
c/o 4313 Birchcrest Ln, Bryan 77802		None
CEO NAME Not available.	CONTACT NAME John Delaney	

I certify that the above-named organization is a nonprofit organization that qualifies for a tax exemption under Section 501(s), Internal revenue Code of 1986, as an organization described by Section 501 (c)(3) of that code, and is organized as a nonprofit corporation under the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., Vernon's Texas Civil Statutes.

CEO SIGNATURE 	DATE Oct. 19, 2023.
---	-------------------------------

Please provide a description of the type of work that will be assigned and equipment that will be used.

The work location is 2902 Ashford Hills Drive, off Wellborn Rd south of 'The Cowboy'. The date/time is Nov 3. from 4 p.m to 6 p.m. The work will consist of moving American flags mounted on 10' poles from inside a warehouse onto two utility trailers parked nearby the entrance door. The flags will number approximately 1200. Each flag/pole weighs 10 lbs. No tools or equipment will be required. Rotary Club volunteers will be present to participate in the work. We request 6-10 inmate workers.

If possible we would like the same or similar crew to help us restore the flags in to the warehouse from trailers on the afternoon of Sunday, Nov. 12.

All work will be done at the entrance to the warehouse at the address above.

The purpose of this work is to provide labor for the loading and unloading of the American flags. Rotary Club members will transport the flags to and from Veterans' Park on the evening of Nov. 3 and Nov. 12. The flags will be used in our "Field of Valor" display from Nov. 4-12. A photo of previous displays is shown at www.bryan-rotary.org.

****Note**** The allocation of a work crew to provide labor for your organization is subject to availability.



Brazos County Office of the Sheriff Request for Work Crew Assignment

The Brazos County Office of the Sheriff has reviewed the application for assignment of a work crew.

- The type of labor and task requested is appropriate for work crew assignment. It is hereby requested that this application be placed on the agenda for the Brazos County Commissioners Court consideration of approval.
- The type of labor and task requested is not appropriate for work crew assignment. It is hereby requested that this application not be placed on the agenda for the Brazos County Commissioners Court consideration of approval.

Signature Title Chief Deputy Date 10/27/23



Brazos County Commissioners Court Approval for Work Crew Assignment

The Brazos County Commissioners Court has received the recommendation from the Brazos County Office of the Sheriff and has determined that the above non-profit organization provides a public service to the county or to a political subdivision located in whole or in-part in the county. This approval for work crew assignment is valid effective from the date approved below through December 31st of the calendar year.

Approved by Commissioners Court on October 31, 2023
 County Judge Date 10/31/23



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Risk Management NUMBER:
DATE OF COURT MEETING: 10/31/2023
ITEM: Approval requested from Risk Management for payment to Corey Burns in the amount of \$625.90 for loss of personal property.
TO: Commissioners Court
FROM: Leslie Contreras
DATE: 10/25/2023
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
------------------	--------------------	-------------



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Risk Management NUMBER:
DATE OF COURT MEETING: 10/31/2023
ITEM: Approval requested from Risk Management for payment to Corey Burns in the amount of \$625.90 for loss of personal property.
TO: Commissioners Court
FROM: Leslie Contreras
DATE: 10/25/2023
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Corey_Burns.pdf

Description

Settlement Backup

Type

Backup Material

APPROVED



10/31/23

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/31/2023
ITEM: Request authorization to wire transfer up to \$12,804,509.53 to HHSC for the Federal Fiscal Year (FFY) 2022 Graduate Medical Education Program (GME) Retroactive Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.
TO: Commissioners Court
FROM: Nina Payne
DATE: 10/26/2023
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: Brazos County LPPF (Fund 16000)
REQUIREMENTS: HHSC requires this IGT to be entered into TexNet no later than close of business Monday, November 6, 2023 with a settlement date of Tuesday, November 7, 2023.
NOTES/EXCEPTIONS: Texas Medicaid provides supplemental payments to support teaching hospitals which operate approved medical residency training programs. Medicaid Graduate Medical education (GME) payments recognize the higher cost incurred by teaching hospitals. Compared to non-teaching hospitals, teaching hospitals treat patients with more complex conditions and provide patient care that is more intensive and technologically sophisticated. Reimbursement rules applicable to Graduate Medical Education (GME) are located at Title 1 of the Texas Administrative Code, Part 15, Chapter 355, SubChapter J, Division 4, Rule 8058.
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
FFY2022_GME_IGT_Request_-_Brazos_County_LPPF.pdf	IGT - Graduate Medical Education (GME) Notification	Cover Memo
FFY_22_GME_Allocation_Summary_-_Brazos_LPPF.pdf	GME IGT Summary	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/31/2023
ITEM: Request authorization to wire transfer up to \$12,804,509.53 to HHSC for the Federal Fiscal Year (FFY) 2022 Graduate Medical Education Program (GME) Retroactive Payment for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.
TO: Commissioners Court
FROM: Nina Payne
DATE: 10/26/2023
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: Brazos County LPPF (Fund 16000)
REQUIREMENTS: HHSC requires this IGT to be entered into TexNet no later than close of business Monday, November 6, 2023 with a settlement date of Tuesday, November 7, 2023.
NOTES/EXCEPTIONS: Texas Medicaid provides supplemental payments to support teaching hospitals which operate approved medical residency training programs. Medicaid Graduate Medical education (GME) payments recognize the higher cost incurred by teaching hospitals. Compared to non-teaching hospitals, teaching hospitals treat patients with more complex conditions and provide patient care that is more intensive and technologically sophisticated. Reimbursement rules applicable to Graduate Medical Education (GME) are located at Title 1 of the Texas Administrative Code, Part 15, Chapter 355, SubChapter J, Division 4, Rule 8058.
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
FFY2022_GME_IGT_Request_-_Brazos_County_LPPF.pdf	IGT - Graduate Medical Education (GME) Notification	Cover Memo
FFY_22_GME_Allocation_Summary_-_Brazos_LPPF.pdf	GME IGT Summary	Backup Material

APPROVED


Duane Peters
County Judge

10/31/23
Date

Nina Payne

From: Kelly O'Brien <kelly@ahcv.com>
Sent: Wednesday, October 25, 2023 4:01 PM
To: Edward C. Bull; Nina Payne; Jamie L. Cartwright; Cristian T. Villarreal
Cc: Justin Flores; Colt Sullivan; Kimberly Lam
Subject: FFY2022 GME IGT Request - Brazos County LPPF

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.*****

Brazos County LPPF,

As you know, the upcoming FFY2022 GME IGT is taking place on **Monday, November 6, 2023**. Hospitals participating within the Brazos County LPPF would like to request the following "up to" IGT amount:

FFY2022 GME – total requested IGT amount \$12,804,509.53

- **MRSA Central SDA: \$242,380.60**
- **Harris SDA: \$12,562,128.93**

Brazos County should submit **2** separate TexNets for the specific amounts noted above, attributable to each SDA. It is not sufficient to provide one TexNet. If amounts change before the IGT due date, we will ensure that is communicated to you and your team.

HHSC requires this IGT amount to be entered into TexNet no later than close of business **Monday, November 6, 2023** with a settlement date of Tuesday, November 7, 2023.

Please note the following:

- IGT funds need to be placed in the "GME" Bucket
- Please transfer funds through TexNet and send an email with a screen shot or PDF of the confirmation/trace sheet to HHSC at PFD_GME_Payments@hhs.texas.gov

AHCV kindly requests copies of the TexNet trace sheets on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Best regards,
Kelly

Kelly O'Brien

Adelanto HealthCare Ventures L.L.C.

401 W. 15th Street, Suite 840 | Austin, TX 78701
Main Office: (512) 322-9413
Direct: (802) 825-2466

<http://www.ahcv.com>

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>

Sent: Tuesday, October 17, 2023 3:55 PM

Subject: Graduate Medical Education Program IGT Notification – 2022 Non-State Private Retroactive 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.



Graduate Medical Education Program IGT Notification – 2022 Non-State Private Retroactive Payment

HHSC is providing notification of the Intergovernmental Transfers (IGT) call for the Graduate Medical Education (GME) Non-State Private 2022 Retroactive Payment.

The Federal Fiscal Year (FFY) 2022 GME Payment file was updated on October 17, 2023, and can be found under the Non-state Private Hospitals heading on [the Provider Finance website](#).

Due to the retroactive nature of this payment, the entire year will be processed at the same time. As such, payment amounts can be found in **column P**, and the IGT amount that needs to be transferred by sponsoring governmental entities is the amount located in **column S** of the "Private GME FFY 2022" tab.

To ensure that all government entities receive this notification, HHSC strongly encourages providers to send this information to any government entity that is completing an IGT on their behalf.

Below are the pertinent dates associated with the 2022 GME retroactive payment:

- November 6, 2023: Last date to schedule transfer in TexNet
- November 7, 2023: IGT settlement date
- November 28, 2023: Latest possible payment date

Please be sure to select the GME bucket in TexNet when you enter your IGT. It is imperative that you send a screen shot/PDF copy of the

confirmation/trace sheet from TexNet to [the Payments Team](#). TexNet instructions are [available on the Texas Comptroller's website](#).

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

Stay Connected

<input type="checkbox"/>				
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 (en español)

<input type="checkbox"/>

Subscriber Services

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

<https://lnks.gd/l/eyJhbGciOiJIUzI1NiJ9.eyJidWxsZXRpbl9saW5rX2lkIjoxMTIsInVyaSI6ImJwMjppbGJjaylInVybCI6Imh...>
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**Brazos County LPPF
FFY 22 GME IGT**

Agenda Date: October 31, 2023

TexNet: Monday, November 6, 2023

Settlement Date: Tuesday, November 7, 2023

Bucket: GME Bucket

TRACE Number:

The Trace Number is in the receipt you receive from the Comptroller once you have submitted your IGT into TexNet.

SDA	Government Entity	IGT Total
MRSA Central	Brazos LPPF	242,380.60
MRSA Central Total		\$ 242,380.60

Nina Payne

npayne@brazoscountytexas.gov

979-361-4186

Katie Conner

kconner@brazoscountytexas.gov

979-361-4359

**Brazos County LPPF
FFY 22 GME IGT**

Agenda Date: October 31, 2023

TexNet: Monday, November 6, 2023

Settlement Date: Tuesday, November 7, 2023

Bucket: GME Bucket

TRACE Number:

The Trace Number is in the receipt you receive from the Comptroller once you have submitted your IGT into TexNet.

SDA	Government Entity	IGT Total
Harris SDA	Brazos LPPF	12,562,128.93
MRSA Central Total		\$ 12,562,128.93

Nina Payne

npayne@brazoscountytexas.gov

979-361-4186

Katie Conner

kconner@brazoscountytexas.gov

979-361-4359



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Approval of the Fiscal and Personnel Management Agreement between Brazos County and the Regional Mobility Authority.

TO: Commissioners Court

DATE: 10/25/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[FY24 - RMA - Fiscal and Personnel Management Agreement.pdf](#)

FY24 - RMA - Fiscal and Personnel
Management Agreement

Backup Material

STATE OF TEXAS

COUNTY OF BRAZOS

FISCAL AND PERSONNEL MANAGEMENT AGREEMENT

This agreement entered into by and between Brazos County, a political subdivision of the State of Texas, hereinafter referred to as the "County" and the Brazos County Regional Mobility Authority, hereinafter referred to as the "RMA", the designated Regional Mobility Authority for Brazos County as authorized by Chapter 370 of the Transportation Code.

WITNESSETH

WHEREAS, on May 30, 2019 the Texas Transportation Commission adopted Minute Order No. 115491 which authorized the creation of the Brazos County Regional Mobility Authority to directly benefit the State of Texas, Brazos County, and the traveling public through the improvement of the State's transportation system in and around Brazos County; and

WHEREAS, the RMA requests that Brazos County provide fiscal and personnel management assistance including payroll, benefits, accounts payable, financial tracking and the annual financials; and

WHEREAS, the County has determined it is in the public interest to assist the RMA in securing and managing funds for transportation planning purposes in the local area;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1

PURPOSE

1.01 The purpose of this Agreement is to provide fiscal and personnel management assistance to the RMA.

ARTICLE II

TERM

2.01 The term of this Agreement begins on 10/01/2023 and ends 09/30/2024 or sooner by mutual agreement by both parties. This is not to be construed as the term of employment for employees providing the services to the RMA. See Section 4.07 and 4.08 of this contract.

ARTICLE III

DESCRIPTION OF SERVICES

3.01 The County agrees to provide fiscal and personnel management assistance to the RMA by acting as the financial disbursing agent for RMA funds.

ARTICLE IV

FISCAL MANAGEMENT AND DISBURSEMENT

4.01 The County shall maintain one or more separate trust accounts under the supervision of the County Auditor to carry out the requirements of this Agreement and is responsible only in the capacity of a trust officer for the funds involved. The County will be responsible for paying all invoices that comply with existing State statutes, County fiscal policy, and the RMA's state approved and adopted procurement procedures on behalf of the RMA. Such invoices must have been properly approved and documented, and the County should have resources on hand to make full payment. The RMA hereby agrees to seek reimbursement from all available sources on a periodic basis, no longer than every thirty (30) days.

4.02 All warrants issued to the county or the RMA by the State of Texas, or federal agencies, for work performed by any agency or consultant under contract to the RMA shall be properly endorsed and deposited in the trust account.

4.03 The RMA shall make contracts and commitments in its own name. The RMA shall forward invoices and payment obligations to the County Auditor's Office for processing and payment. The budget for all activities on behalf of the RMA program will be set by the RMA.

4.04 The disbursement of funds to agencies or consultants under contract to the RMA will be made by the County in the amounts as specified by the RMA, so long as the RMA budget has sufficient funds to accommodate all payment requests.

However, the RMA is fully responsible for all such contracts and releases the County from any liability which may arise as a result of the County performing any non-negligent task pursuant to this Agreement.

The County is under no obligation to process payment requests unless sufficient funds for such purposes are present in the RMA budget.

4.05 The RMA is solely responsible for the accuracy of the records of funds expended by itself and those agencies or consultants who contract with the RMA.

4.06 The RMA assumes responsibilities for the legal and proper expenditures of all locally derived planning monies under the guidance of the RMA Board and Texas Department of Transportation. The RMA adopts its own line item budget which is not subject to approval by the County Court of Commissioners but shall be grouped into expense group/categories similar

to the County's. Any expenditure over those established amounts and beyond the RMA Director's delegated authority shall be submitted to the Board of Directors for a budget amendment. All monies shall be budgeted and expended according to the guidelines set forth by the RMA Board.

4.07 The County will ensure that sufficient staff will be available as needed to support those services required by the RMA.

4.08 A. All employees working on RMA matters under the supervision of the RMA Director will be required to follow all personnel policies that have been established by the County. RMA employees that qualify will be afforded all fringe benefits that have been established for County employees, to include retirement, medical and life insurance, vacation, sick leave, holidays, deferred compensation and any other benefits normally extended to County employees.

4.09 The RMA Board of Directors shall select an Executive Director who will have full-time responsibility for administering the work program of the RMA. The Director will also be responsible for hiring and supervising the RMA's staff. The Director is required to follow all personnel policies established by the County for hiring and/or firing employees. Any action taken with regards to hiring and/or firing does not require the County's Commissioners Court approval.

4.10 The Director will take direction on RMA policy and technical matters from the RMA Board of Directors and direction on fiscal administrative matters from Brazos County.

4.11 The RMA shall pay all costs associated with the employees as described in paragraph 4.08. The County Auditor is hereby authorized to make payment for RMA personnel costs, to be reimbursed from RMA funds, as described in paragraph 4.01.

4.12 The RMA agrees to indemnify the County for any amounts to which the County may become liable because of the action or omission of any employee under immediate supervision of the RMA Director.

ARTICLE V

TERMINATION

5.01 This Agreement may be terminated in whole or in part by either party hereto whenever such termination is found to be the best interest of either party. Termination shall be effected by the conveyance of a written notification thereof to the other party at least thirty (30) days in advance of the effective date of the termination.

All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to County: County Judge
Brazos County Administration Building
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

With a copy to:

County Auditor
200 S. Texas Ave., Ste. 218
Bryan, Texas 77803

If to RMA: Brazos County Regional Mobility Authority
309 North Washington Avenue, Ste. 14
Bryan, Texas 77803-5369

ARTICLE VI

NON-DISCRIMINATION

6.01 It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 27 and Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, Title 23, Code of Federal regulations, Part 710.405(b), and Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).

ARTICLE VII

GOVERNING LAW

7.01 The laws of the State of Texas shall govern this Agreement and all obligations hereunder of the parties are performable in Brazos County, Texas.

ARTICLE VIII

NON-ASSIGNMENT

8.01 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither the County nor the RMA shall assign or sublet any duty of this Agreement, excepting those already indemnified herein, without the written consent of the other.

ARTICLE IX

SEVERABILITY

9.01 Should any provisions of this contract for any reason be held to be invalid, illegal, or unenforceable in any other respect such invalidity, illegality unenforceability shall not affect any other provision hereof.

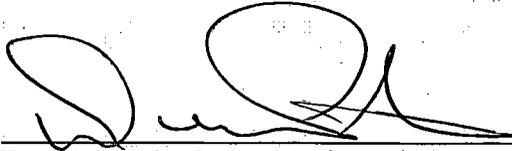
ARTICLE X

ENTIRETY OF AGREEMENT

10.01 This is the entire Agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing and signed by both parties. No official employee, agent or Representative of the County of Brazos has any authority, either expressed or implied, to amend this Agreement except pursuant to such express authority as may be granted by the County of Brazos.

Approved to be effective on the date of the last party to sign.

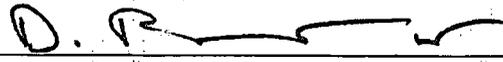
BRAZOS COUNTY, TEXAS



Duane Peters, County Judge

Date: 10/31/23

BRAZOS COUNTY REGIONAL
MOBILITY AUTHORITY



RMA Chairperson

Date: 10/25/23



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2023 Wildlife Damage Management Field Agreement Renewal 2023-2024

DATE OF COURT MEETING: 10/31/2023

ITEM: Approval requested from Road & Bridge for Renewal of the Field Agreement with Texas Wildlife Service Program (TWSP) for rodent and pest removal from various dam structures in Brazos County from October 1, 2023 - September 30, 2024.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/23/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[TWSP Field Agreements-State-Cooperator-District-Extra.pdf](#)

TWSP Field Agreements (4)
(State/District/Cooperator/Extra)

Backup Material

FIELD AGREEMENT
Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas A&M AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and
Brazos County Road and Bridge

Cooperator

In accordance with the terms of the Memorandum of Understanding between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services; The Texas A&M University System, Texas A&M AgriLife Extension Service - Wildlife Services; and the Texas Wildlife Damage Management Association, Inc. (collectively known as the Texas Wildlife Services Program [TWSP]) a copy of which is on file at the State Office, San Antonio, Texas, this field agreement is intended to augment the wildlife damage management activities of the TWSP.

THEREFORE, It Is Mutually Agreed That:

1. The cooperative wildlife damage management program conducted under the terms of this agreement shall be under direct supervision of the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services. A local representative of the TWSP will frequently consult with the Cooperator relative to the extent of the TWSP's participation in the plans and procedures that are necessary to best serve the interest of the parties hereto.
2. The Cooperator will provide funds to the Texas Wildlife Damage Management Fund for the employment of personnel, fringe benefits, payment of travel and other expenses as necessary to fulfill the mission of the cooperative program. The TWSP will contribute to the salary, travel costs, and all other necessary expenses to carry out an effective program.
3. The State Director of the TWSP or designated official will certify as to the accuracy of all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided, that no funds of the Cooperator will be transferred to any such employee working under the terms of this agreement.
4. Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426c, as amended) and the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988 (P.L. 100-202) for Wildlife Services to cooperate with states, individuals, public and private agencies, organizations, and institutions in the control of nuisance animals injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.
5. The TWSP will hold the Cooperator harmless from any liability arising from the negligent act or omission of an officer of a managing cooperative entity or employee acting within the scope of his/her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, their employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.
6. Furs or other parts of monetary value taken from wild animals will be handled in accordance with the provision of Article 3 f. of the Memorandum of Understanding.
7. This agreement and any continuation thereof shall be contingent upon availability of funds. It is understood and agreed that any monies allocated for the purpose of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the appropriate managing cooperative entity that is making the funds available.
8. This agreement shall continue in force and effect until superseded or terminated. Terms and service fees may be reviewed and revised periodically. It may be amended by mutual agreement by executing a corresponding field agreement. This agreement may be terminated by either party upon thirty (30) days written notice.

NOW, THEREFORE, Pursuant To Section 2 Above, It Is Mutually Agreed That:

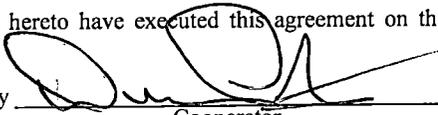
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2. The Cooperator shall pay the Texas Wildlife Damage Management Fund for wildlife damage management services in the amount of \$ 250.00/trapping session / \$100.00/monthly site visit for the period:
(monthly, annually)

October 1, 2023 to September 30, 2024 to be spent primarily for the purposes outlined herein:

Wildlife Damage Management Service

The Cooperator further agrees to make this payment to the Texas Wildlife Damage Management Fund promptly upon receipt of a monthly invoice for services provided. The TWSP will provide a report of the wildlife damage management activities. Failure of the Cooperator to make this contribution within thirty (30) days after receipt of this invoice will, at the option of the TWSP, terminate the agreement at the end of the period.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

October 31, 2023 By 
Cooperator

By _____
District Supervisor

By _____
State Director

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Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas A&M AgriLife Extension Service - Wildlife Services
and
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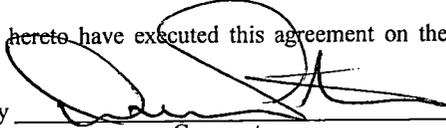
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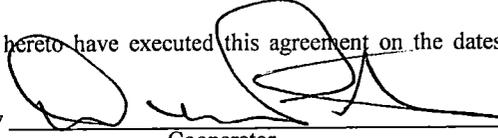
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Cooperator
 District Supervisor
 State Director

COOPERATOR

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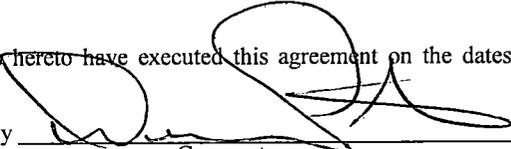
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OCTOBER 31, 2023

By 
Cooperator

By _____
District Supervisor

By _____
State Director



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 10/31/2023

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: Josue Loyola

DATE: 10/25/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[October 2023 Destruction.docx](#)

Description

Destruction List

Type

Backup Material

October 2023 Destruction					
Surplus Admin	JP#1	N/A	N/A	Furniture	Wooden Desk
Surplus Admin	IT Department	AAA0005543	CNCCFCL19C	Electronics	HP HP CLJ M551N PRINTER
Surplus Admin	Treasurer	A001003122	N/A	Electronics	Xerox WorkCentre 5330
Surplus Admin	IT Department	2100205173	JPBMN02572	Electronics	HP HP LJ 9000DN PRINTER
Surplus Admin	IT Department	AAA0003905	JPRL79704N	Electronics	HP HP LJ 9050DN PRINTER
Surplus Admin	BCHD	AAA0005404	JPSCF770VR	Electronics	HP HP LJ 9050DN PRINTER
Surplus Admin	IT Department	N/A	N/A	Equipment	Two boxes of Gamber Johnson Mounts for Toughbooks and Keyboards

Approved by Commissioner's Court on this 31 day of OCTOBER, 2023 by

 holding the position of COUNTY JUDGE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Approval of the following Community Support Contracts for FY 2024:

- a. Brazos Valley Dispute Resolution Center
- b. Brazos Valley Economic Development Corporation
- c. Keep Brazos Beautiful, Inc.
- d. National Alliance on Mental Illness - Brazos Valley, Inc.

TO: Commissioners Court

DATE: 10/23/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
DRC.pdf	DRC	Cover Memo
BVEDC.pdf	BVEDC	Cover Memo
KBB.pdf	KBB	Cover Memo
NAMI.pdf	NAMI	Cover Memo

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND BRAZOS VALLEY DISPUTE RESOLUTION
CENTER**

THIS AGREEMENT ("Agreement") made this 9th day of October, 2023 by and between the DISPUTE RESOLUTION CENTER-CENTRAL BRAZOS VALLEY, INC. hereafter referred to as "DRC" and the BRAZOS COUNTY COMMISSIONERS COURT, hereafter referred to as the "Commissioners Court," is made on the following terms and conditions:

1. This Agreement is for one (1) year and shall begin on the first day of October 2023 and continue through the last day of September 2024.
2. For and in consideration of the sum of **\$50,000.00** to be paid in one single payment of **\$50,000.00 paid upon receipt of invoice**, the DRC agrees to perform the following services:
 - A. The DRC agrees to provide a maximum of four (4) separate mediation sessions to the Commissioners Court or designated department or offices of Brazos County during the term of this Agreement. A mediation session is defined as a session of not more than three (3) hours supervised by a trained mediator. In addition, the DRC agrees to train (1) Brazos County employee in each regular or family law mediation training offered by the DRC, without cost to Brazos County or the employee.
 - B. For each mediation session scheduled under the terms of this Agreement, the DRC will provide a location to hold the mediation, preferably in its offices located at 1737 Briarcrest Drive, Suite 11, Bryan, TX, or at such other convenient location which might be available. For any such mediation session held away from the DRC offices, the DRC shall be reimbursed for any such costs or rental fees incurred in holding the mediation. The DRC may at its discretion, provide additional sessions without charge to Brazos County on a limited basis. Except as otherwise stated, any additional sessions that may be required, will be compensated for by the Commissioners Court at the regular rate for scheduled mediations as adopted by the DRC.
3. The purpose of this Agreement is to make the services of the DRC available to the Commissioners Court and to the employees of Brazos County in such instances where the services may be of benefit to Brazos County, Texas, or its employees. This agreement also serves to support public access to the DRC.
4. DRC agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. DRC agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. DRC agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. DRC agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the DRC under prior Agreements.

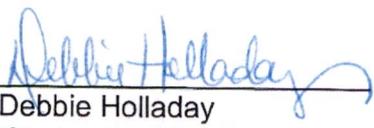
5. Annual financial statements (audited if available) are due to County within six (6) months of completion.
6. This Agreement is executed in and performed in Brazos County, Texas.
7. This Agreement is subject to the Public Information Act, TEX. GOV'T CODE ANN., Chapter 552.
8. In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.
9. This Agreement contains the entire agreement between the parties. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.
10. This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

BRAZOS COUNTY

DISPUTE RESOLUTION CENTER-
CENTRAL BRAZOS VALLEY

By: 

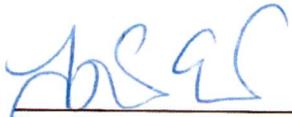
Duane Peters
Brazos County Judge

By: 

Debbie Holladay
Chairman of the Board

ATTEST:


Karen McQueen
County Clerk

By: 

Tori Ellis
Director

Legislative Certifications

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

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

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

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Brazos DRC

Authorized Company Representative: Debbie Holladay

Address: 1737 Briarcrest Dr, Ste 11

Bryan, TX 77802

Signature: Debbie Holladay

Date: 10/9/23

Contract #: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brazos Valley Dispute Resolution Center
Bryan, TX United States

Certificate Number:
2023-1084481

Date Filed:
10/17/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brazos County Commissioners Court

Date Acknowledged:

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.
24-050
mediation and mediation training

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Holladay, Debbie	Bryan, TX United States	X	
	Ellis, Tori	Bryan, TX United States	X	

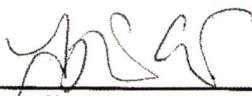
5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is TORI ELLIS, and my date of birth is 9/22/83.
My address is 1737 Brainerd Dr, Ste 11, Bryan, TX, 77802 USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 17 day of October, 2023.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION**

THIS FUNDING AGREEMENT (“Agreement”) is effective October 1, 2023 by and between **BRAZOS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as “County”), and the **BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as “BVEDC”).

RECITALS:

WHEREAS, the Commissioners Court of Brazos County desires to stimulate business and commercial activity in the County; and

WHEREAS, the County wishes to contract with BVEDC as its agent pursuant to TEX. LOC. GOV’T CODE ANN. §381.004 to administer the County’s program for local economic development (herein the Brazos County Economic Development Program); and

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and

WHEREAS, it is important to the County to attract and expand business, commercial and industrial enterprise in order to accomplish this purpose; and

WHEREAS, BVEDC is an agency with specific expertise in the field of economic development and administering governmental economic development guidelines; and

WHEREAS, the County has determined that this Agreement is for the personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and BVEDC agree as follows:

AGREEMENT:

ARTICLE 1 Qualifications of the BVEDC

- 1.1 The BVEDC represents that:
- (a) The BVEDC is a non-profit entity that is authorized and experienced in the administration and furtherance of economic development programs in all or a portion of the County;
 - (b) The BVEDC has expertise and skills to attract new businesses to the County, to encourage the expansion of existing businesses in the County, or to retain existing businesses in the County, pursuant to the County's economic development guidelines and Chapters 311, 312 and Sections 381.003 and 381.004 of the Texas Local Government Code;
 - (c) The BVEDC shall cooperate with and use the services of the Texas Department of Economic Development.

ARTICLE 2 Statement of Work

- 2.1 Agency is responsible for promoting and facilitating activities that enhance the economic base of Brazos County through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing.
- 2.2 Attending Events. The County Judge or their designees shall have the right to attend Agency events or promotional programs as representatives of the County at no additional cost to the County.

ARTICLE 3 Definitions

- 3.1 "County" means County of Brazos, State of Texas.
- 3.2 "Agency" means the Brazos Valley Economic Development Corporation, a Texas Non-Profit Corporation.

- 3.3 “Program Projects” means uses of the Incentive Funds, or a portion thereof, as approved by the County, to provide incentives or assistance to businesses/employers which results in the public purpose of economic development, diversification, expansion, and employment opportunities,
- 3.4 “Program Standards” means standards that an employer/business must meet to qualify for Incentive Funds.
- 3.5 “Financial records” means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.
- 3.6 “Project Performance Standards” means individual performance terms and requirements established by agreement between the County and any employer/business to receive Incentive Funds.

ARTICLE 4

Term

- 4.1 The term of this Agreement is for one (1) year, being effective as of October 1, 2023, and ending on September 30, 2024, (the “Present Term”), unless earlier terminated as provided herein.
- 4.2 Either party may terminate this Agreement on sixty (60) days prior written notice to the others.
- 4.3 Upon receipt of any termination, the County agrees to continue funding a program project that had been previously approved by the County.

ARTICLE 5

Administration Services

- 5.1 BVEDC agrees to provide all administrative services necessary to administer the County’s Economic Development Program and program standards set forth herein.
- 5.2 Pursuant to the authority granted in Chapter 381 of the Texas Local Government Code, the administrative services to be provided include, but are not limited to:
- (a) corresponding with and negotiating with potential or existing business/employers for Program Projects that will develop, diversify and/or expand the Brazos County economy, develop or expand transportation or commerce in the State, and/or serve the purpose of eliminating unemployment in Brazos County.

- (b) establishing Project Performance Standards for each Program Project that are consistent with the County directive;
- (c) obtaining contracts between the County and businesses/employers for Program Projects whereby the business/employer agrees to meet the County's Project Performance Standards, and which provide assurances that the County's Project Performance Standards will be met; and
- (d) compliance with all requirements of this Agreement.

ARTICLE 6

Payment

- 6.1 The BVEDC shall receive the sum of Three Hundred Fifty Thousand and No/100 Dollars (**\$350,000.00**) as compensation for the administrative services to be provided hereunder (herein the "Administration Funds"). County shall pay such sum on a monthly basis by paying the BVEDC one-twelfth (1/12) of the total sum referenced above.

ARTICLE 7

Accounting, Records, and Reports

- 7.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee timesheets, and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the County's accounting practices.
- 7.2 **Written Records.** Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. County's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.
- 7.3 **Access to Records.** Agency shall provide the County reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

- 7.4 **Quarterly Reports.** Agency shall submit the following to the County on a quarterly basis as provided in this Agreement:
- a) Financial Activity Report
 - b) Narrative Summary of Activity Report
 - c) Performance Measure Report
 - Agency shall respond promptly to any request from the County Judge or his designee, for additional information relating to the activities performed under this Agreement.
- 7.5 **Reports.** The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the County within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).
- 7.6 **Financial Audit.** A copy of the Agency financial audit shall be made available to County no later than thirty (30) days following Agency's receipt of same.
- 7.7 **Monitoring Review.** The County shall conduct a monitoring review of the Agency as deemed necessary by the County to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. County shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.
- 7.7 **Independent Audit.** If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the BVEDC annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the BVEDC.
- 7.8 **Presentation.** Agency shall make an annual incentives compliance report presentation to the Commissioners Court by May 31st of each calendar year. Agency shall also present to the Commissioners Court as requested by the County Judge or his designee

ARTICLE 8 Agency Board of Directors

- 8.1 **Agendas.** Agency shall provide the County with an agenda of all monthly Executive and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the County of a special meeting.

- 8.2 **Minutes.** Agency shall submit minutes of each monthly Executive Board meeting and Advisory Board meeting to the County. Minutes shall be submitted along with the Quarterly Reports to the County.
- 8.3 **Appointees.** Appointees to the BVEDC Board on behalf of the County shall be outlined in the Agency bylaws.

ARTICLE 9 Miscellaneous Terms

- 9.1 **Notice.** Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or another reliable courier.

Notice to the County shall be sent to:

Duane Peters, County Judge
Brazos County Administration Bldg.
200 So. Texas Ave., Suite 332
Bryan, Texas 77803

Notice to the BVEDC shall be sent to:

Brazos Valley Economic Development Corp.
1716 Briarcrest Dr. Suite 714
Bryan, Texas 77802

- 9.2 **Severability.** In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.
- 9.3 **Amendment.** During the term of this Agreement, if certain areas need further clarification or revision, the parties will work in good faith to arrive at written memorandums or understandings regarding those areas. Any amendment of this Agreement must be in writing and executed by a duly authorized representative of each party.
- 9.4 **Assignment.** This Agreement cannot be assigned or performed by subcontractors except with the written consent of both parties.
- 9.5 **Not Joint Venture: Independent Contractor.** The parties agree that this is not a joint venture, partnership or employee-employer relationship and that neither party shall have the authority to bind or incur liability to the other without the other's prior written permission. Furthermore, the BVEDC shall be considered an independent contractor agent for the sole and limited purpose only of administering

the County's economic development guidelines and program project standards pursuant to the grants of authority given the County under Chapter 311, 312 and 381 of the Texas Local Government Code.

- 9.6 **Applicability of Texas Law.** The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law.
- 9.7 **Venue.** The place of performance of this Agreement is Brazos County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Brazos County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Brazos County, Texas.
- 9.8 **Entire Agreement and Binding Authority.** This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their successors, agents, and assigns.
- 9.9 **Waiver.** No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

BRAZOS COUNTY, TEXAS

Brazos Valley Economic Development Corp., a Texas non-profit corporation

By:  By: 
Duane Peters, County Judge Susan Davenport, President/CEO

Attest:

By: 
Karen McQueen, County Clerk

Legislative Certifications

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

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

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

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: The Brazos Valley Economic Development Corporation
Authorized Company Representative: Susan Davenport, President/CEO
Address: 1716 Briarcrest Drive, Suite 714
Bryan, Tx 77802
Signature: Susan Davenport
Date: 10/26/23
Contract #: _____

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
KEEP BRAZOS BEAUTIFUL, INC.**

This Agreement for Funding is by and between Brazos County, hereinafter referred to as ("County") and KEEP BRAZOS BEAUTIFUL, Inc. hereinafter referred to as ("Keep Brazos Beautiful") a non-profit organization ("Agreement").

RECITALS

WHEREAS, Keep Brazos Beautiful is a volunteer environmental educational organization dedicated to contributing to the economic vitality, safety, health and quality of life in Brazos County through programs that educate and engage Brazos County citizens to keep our community clean, green, and beautiful, by preventing and cleaning up litter and illegal dump sites, recycling, minimizing waste, beautifying and improving their surroundings; and

WHEREAS, the Brazos County Commissioners Court is authorized to spend money from the County general revenues for public health and sanitation; and

WHEREAS, the prevention of public or private litter serves to improve the public health; and

WHEREAS, Keep Brazos Beautiful aids the County in accomplishing that purpose.

NOW, THEREFORE, FOR AND IN CONSIDERATION of mutual consideration recited and acknowledged herein, the parties agree as follows:

AGREEMENT

1. Keep Brazos Beautiful shall provide services to the County as follows:
 - A. Assist in educating area youth and adults in schools, museums, civic clubs, etc... on the importance of litter prevention, recycling, reuse, and buying recycled products, conservation of resources, the proper care and planting of trees and other plants, and other educational topics relevant to the mission of Keep Brazos Beautiful.
 - B. Maintain an online resource page to assist in teaching about a variety of environmental issues.
 - C. Provide positive environmental leadership and volunteer opportunities to Brazos County youth and adults.
 - D. A Keep Brazos Beautiful employee, chosen by Brazos County, may, at its discretion, serve on the Solid Waste Advisory Committee of the Brazos Valley Council of Governments to promote environmentally sound waste management practices in the Brazos Valley.
 - E. Perform an annual "Litter Index" survey of the County and provide the scores to the Commissioners' Court no later than October 31, 2023.
 - F. Organize volunteers to assist in cleaning litter and illegal dump sites each spring throughout County.

- G. Act as an information resource to citizens, law enforcement officials, prosecutors and the Commissioners Court about issues relating to litter and illegal dumping in Brazos County.
 - H. Promote the "Adopt a Road" and "Adopt a Highway" programs in the County.
 - I. Promote a "Memorial Trees Program" to plant trees in the County and assist in hosting an annual Arbor Day Celebration.
 - J. Plant wildflower seeds along public roadways in the County.
 - K. Educate the community on the need to recycle and to buy recycled products through the use displays, public speaking engagements, and the "Texas Recycle Day" events.
 - L. Act as a clearing house for information for area residents on recycling and provide information concerning Citizen Collection Stations in rural areas of the County as requested.
 - M. Assist in the publicity for the yearly Christmas tree and telephone book recycling as well as household hazardous waste collection events.
 - N. Provide positive reinforcement through a variety of award programs such as the Business and Residential Beautification Awards, Miller Youth Award, and Annual Environmental Awards.
2. The County, for and in consideration of the services provided to the County, hereby agrees to fund Keep Brazos Beautiful a total payment of **\$15,000.00**("Funds") for the year beginning **October 1, 2023 and ending September 30, 2024. Payment of such sum will be paid upon receipt of invoice.**
 3. This Agreement shall be for a term of twelve (12) months commencing on **the 1st day of October 2023** and terminating on the **30th day of September 2024.**
 4. Keep Brazos Beautiful agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Keep Brazos Beautiful agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Keep Brazos Beautiful agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Keep Brazos Beautiful agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the Keep Brazos Beautiful under prior Agreements.
 5. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of Keep Brazos Beautiful. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise

require disclosure in the Keep Brazos Beautiful annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Keep Brazos Beautiful.

6. Annual financial statements (audited if available) are due to County within six (6) months of completion.
7. Keep Brazos Beautiful shall submit a financial statement to the County annually.
8. All notices required or permitted hereunder shall be in writing and addressed to the respective officer of the other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

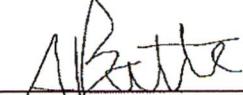
COUNTY:
Brazos County,
c/o Commissioners Court
200 South Texas Avenue, Ste, 310
Bryan, Texas 77803

KEEP BRAZOS BEAUTIFUL, INC.:
1713 Broadmoor, Ste. 302
Bryan, Texas 77803

9. It is understood and agree that the County's participation in Keep Brazos Beautiful is limited to the contribution of funds. County, at no time, shall be liable or responsible for acts of Keep Brazos Beautiful, its agents, or employees. Keep Brazos Beautiful at no time shall be liable or responsible for acts of the County, its agents, or employees.
10. Either of the parties shall have the right to terminate this Agreement in whole or in part at any time. Notice to terminate this Agreement will be given in writing at least thirty (30) days prior to the date of termination. The notice shall include the reason for such a termination, the effective date of the termination and, in the case of partial termination, the portion of the Agreement to be terminated.
11. This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

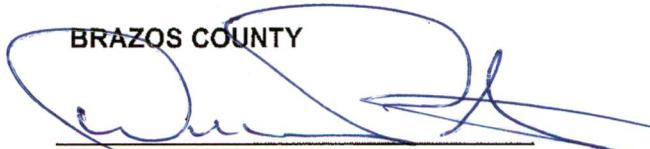
SIGNED this 31st day of October, 2023.

KEEP BRAZOS BEAUTIFUL, INC.



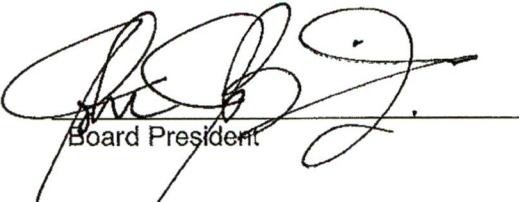
Manager of Business Operations

BRAZOS COUNTY



Duane Peters, County Judge

ATTEST:



Board President



Karen McQueen, County Clerk

Legislative Certifications

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

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

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

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: Keep Brazos Beautiful

Authorized Company Representative: Allison Batte

Address: 1713 Broadmoor Dr, Suite 302

Bryan, TX 77802

Signature: *Allison Batte*

Date: 10/20/23

Contract #: 24-038

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Keep Brazos Beautiful
Bryan, TX United States

Certificate Number:
2023-1085889

Date Filed:
10/20/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

Date Acknowledged:

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.

24-038
\$15,000 annual funding

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.

6 UNSWORN DECLARATION

My name is ALLISON BATTE, and my date of birth is 12/31/1992

My address is 1201 E. 26TH STREET, BRYAN, TX, 77803 US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in BRAZOS County, State of TEXAS, on the 21 day of OCT, 20 23
(month) (year)

ABatte
Signature of authorized agent of contracting business entity
(Declarant)

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
NATIONAL ALLIANCE ON MENTAL ILLNESS - BRAZOS VALLEY, INC.**

This Funding Agreement ("**Agreement**") is by and between Brazos County, Texas (hereinafter "**County**") and the National Alliance on Mental Illness - Brazos Valley, Inc. (hereinafter "**NAMI**"), a Texas non-profit 501(c)(3) corporation for a period of 12 months beginning **October 1, 2023** and ending **September 30, 2024**.

RECITALS

WHEREAS, NAMI serves all seven (7) counties of the Brazos Valley region;

WHEREAS, it is the mission of NAMI to promote mental health and wellness for families and those individuals affected by mental health disorders, combat the stigma of mental illness and advocate for improved social, vocational and treatment alternatives to support individual resilience, independence and well-being of those living in Brazos County; and

WHEREAS, NAMI provides peer lead educational programs, classes and support services, public policy advocacy and educational classes, and support services for families, friends and caregivers of persons living with mental health disorders ("**Services**"); and

WHEREAS, the County desires to assist NAMI in their efforts to promote the public purpose of providing a comprehensive range of services in the local community for persons with mental health disorders residing in Brazos County by contracting with NAMI for the period beginning **October 1, 2023** and ending **September 30, 2024**, for the specific services listed below;

NOW, THEREFORE, for and in consideration of the mental health, mental retardation to be provided to the County by NAMI, and in compliance with the terms of this Agreement and subject to other provisions of this Agreement, and all applicable laws, the parties agree as follows:

AGREEMENT

ELIGIBILITY CRITERIA

This Agreement contemplates Services provided to:

- 1) Individuals who permanently reside within Brazos County; and
- 2) Who have been determined through the NAMI screening process to be in need of mental health services.

RESPONSIBILITIES OF BRAZOS COUNTY

- 1) County, for and in consideration of the services provided to County, hereby agrees to pay to NAMI an annual total amount of **\$30,000** ("Funds") for the year beginning **October 1, 2023 and ending September 30, 2024. Payment of such sum will be paid upon receipt of invoice.**
- 2) It is understood and agreed that the County Funds represented by the Agreement are for the period of **October 1, 2023** through **September 30, 2024** only and will be paid wholly from funds available in that budget year and that no County funding for subsequent budget years is authorized or implied by this Agreement.
- 3) Conduct a review of the NAMI's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the NAMI.

USE OF COUNTY FUNDS

Funds to be furnished to NAMI as stated herein be used to offset operational expenses of NAMI, including rent, telephone expenses, and office supplies.

RESPONSIBILITIES OF NAMI

NAMI will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;
2. Providing of Services;
3. Maintaining data files on clients and the Services provided thereto;
4. Respond to all and any inquiries by the County.
5. NAMI agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. NAMI agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. NAMI agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. NAMI agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the NAMI under prior Agreements. Any audit will be

conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the NAMI.

6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the NAMI. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the NAMI's annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the NAMI.
7. NAMI will provide the County with any and all certified audits conducted by NAMI and the management letter prepared in connection therewith;
8. NAMI will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the NAMI's Services.

RECORD RETENTION

The NAMI shall be responsible for record keeping on all Services provided to those individuals using its services and all financial records. The NAMI agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the NAMI with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The NAMI shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The NAMI shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The NAMI agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the NAMI shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

COUNTY INVOLVEMENT

The County and NAMI state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the Services to which it relates has personal interest, direct or indirect, in this Agreement.

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

National Alliance on Mental Illness – Brazos Valley, Inc.
1713 E. Broadmoor, Suite 101
Bryan, Texas 77802

Brazos County Commissioners Court
County Administration Building
200 So. Texas Ave. No. 310
Bryan, Texas 77803

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

SEVERABILITY

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

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY

This Agreement is not assignable by the NAMI without the prior written consent of the County.

DATED this 31st day of October, 2023.

Brazos County

**National Alliance on Mental Illness
Brazos Valley, Inc.**



DUANE PETERS, Judge



JERRY WINN, Executive Director

ATTEST:


KAREN McQUEEN, County Clerk

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

National Alliance on Mental Illness-Brazos Valley
Bryan, TX United States

Certificate Number:
2023-1086384

Date Filed:
10/23/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

Date Acknowledged:

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.

24-046

Peer led educational programs, classes & support services, public policy advocacy & educational classes, & support services for peers, families, & caregivers of persons living with MH illnesses.

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.

6 UNSWORN DECLARATION

My name is Jerry Winn, and my date of birth is 8-26-1964

My address is 3705 S. College Ave, Bryan, TX, 77801 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Brazos County, State of Texas, on the 23 day of October, 2023
(month) (year)

Jerry Winn
Signature of authorized agent of contracting business entity
(Declarant)

Legislative Certifications

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

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

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

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

Company Name: NAMI Brazos Valley

Authorized Company Representative: Jerry Winn

Address: 3705 S College Ave
Bryan, TX 77801

Signature: Jerry Winn

Date: 10-23-2023

Contract #: 24046



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Approval of Amendment #1 to Contract CIP #23-606 Imaging and Indexing of Marriage Records with Kofile Technologies to add the cost of the project by \$24,619.40 for double page scanning.

TO: Commissioners Court

FROM: Josue Loyola

DATE: 10/26/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Partially Executed Amendment #1.pdf](#)

[Fully Executed Agreement.pdf](#)

Description

Amendment #1.

Fully Executed Amendment

Type

Backup Material

Backup Material

AMENDMENT #1 TO CIP 23-606 IMAGING AND INDEXING OF MARRIAGE RECORDS FOR BRAZOS COUNTY

THIS AMENDMENT TO CIP 23-606 also known as 23-606 Imaging and Indexing of Marriage Records for Brazos County ("Amendment") is entered into and effective this 31st day of October, 2023 ("Effective Date") through the completion of project by and between Brazos County ("Customer"), and Kofile Technologies Inc. ("Provider") each of which may alternatively be referred to herein as a "Party" and collectively as the "Parties". 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 that certain original CIP #23-606 ("Agreement") for purposes of Kofile Technologies Inc. to provide the service for Imaging and Indexing for Brazos County; and

WHEREAS, the Parties desire to amend the pricing as set forth in original CIP #23-606.

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. Raising the cost of the project by \$24,619.40, for double page scanning.

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



Signature

DUANE PETERS

Name

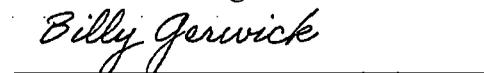
COUNTY JUDGE

Title

10/31/2023

Date

Kofile Technologies Inc.



Signature

Billy Gerwick

Name

Account Executive

Title

10-25-2023

Date

July 14, 2023

**Honorable Karen McQueen
Brazos County Clerk**

Imaging and Indexing of Marriage Records

SUBMITTED BY:

Billy Gerwick
Account Executive
billy.gerwick@kofile.com
(832) 373-9124

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
info@kofile.com | www.Kofile.com

Dear Honorable Karen McQueen,

This proposal addresses the imaging and indexing of Brazos County Clerk's marriage records and is presented by Kofile Technologies, Inc. (Kofile). Note that prices for the inventory herein are good for 90 days from the date of this assessment.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Brazos County Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

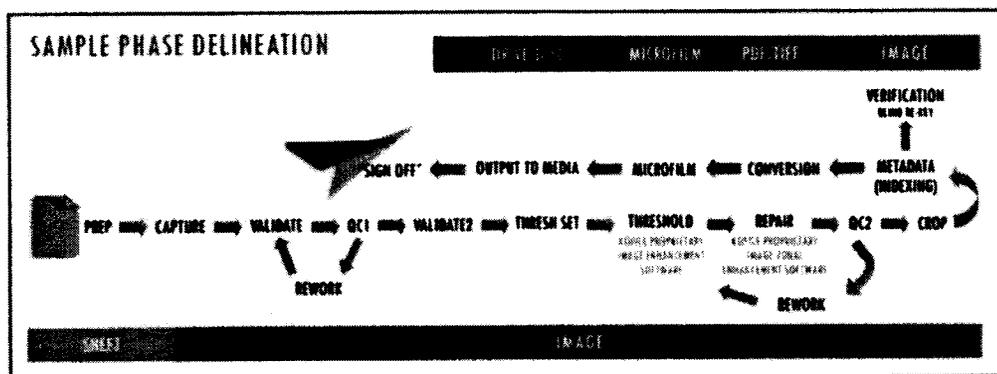
ARCHIVAL DIGITIZATION

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Archival digitization includes capture and processing (custom image enhancement and cleanup) and optimization for access.

Kofile's services are unique because materials are addressed according to their conditions and fold endurences without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.



IMAGING OVERVIEW

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible

Image Indicator" or treated with further enhancements.

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.



The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document

Source: Higgins, Jesse. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier & Press. August 21, 2013.

IMAGE PROCESSING AND ENHANCEMENT

IMAGEPERFECT is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. Image Perfect measures each image at a minimum for the following attributes:

- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images
- Tone correction
- Resolution adjustments
- Metadata Normalization

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGEPERFECT allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for a scanner(s) variances. The Assured Image delivers consistent, high-quality output.

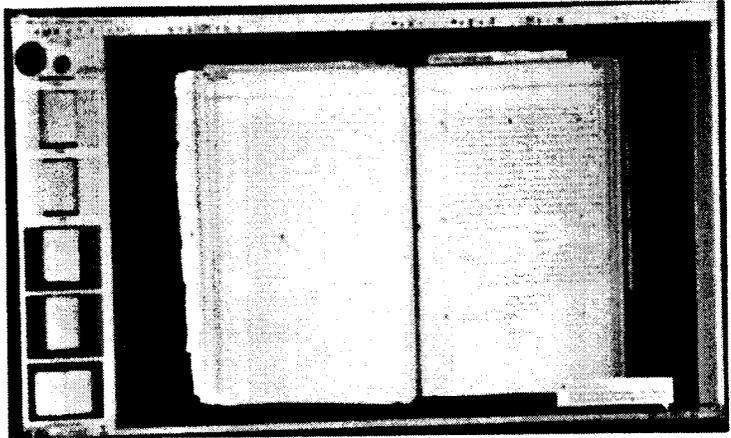
IMAGEPERFECT enables repair of the currently displayed image without rescanning which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into

the incorrect page.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

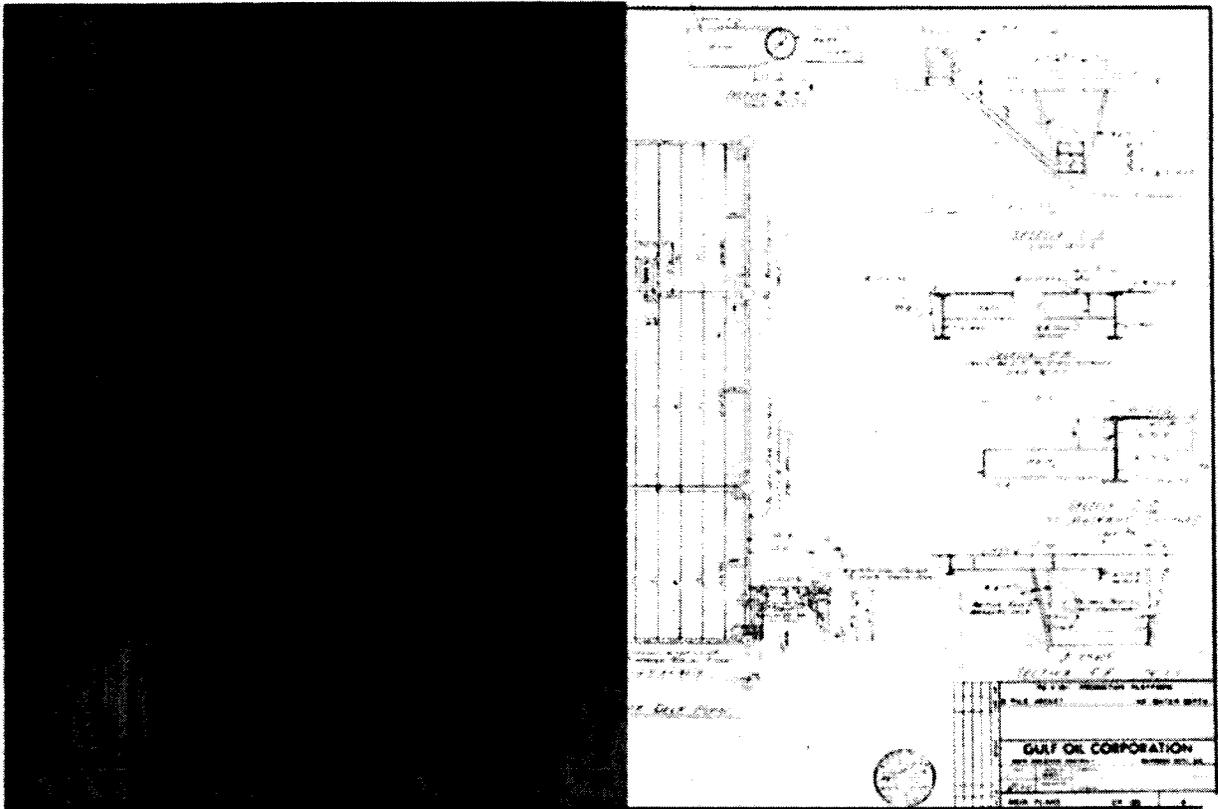
Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGEPERFECT measures each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) advanced image cleanup and enhancements.

Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC.** Each page is checked to ensure there are no missing pages, double feeds, or "A" pages, which may have been added. Every image is inspected and a statistical, random, batch-based review of 8% of the inventory is conducted before delivery. Brazos County Clerk can receive an image log noting the steps employed.

Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

ARCHIVAL INDEXING

Data integrity is essential. Kofile's proprietary indexing software and keying procedures is proven 99.25% accuracy.

Prior to indexing, Kofile conducts a comprehensive assessment of Brazos County Clerk's indexing specifications to ensure accurate and consistent indexes, guaranteeing quick searches for users.

During the assessment, Kofile documents established methods of indexing specific instruments.

clarifying terminology, and the standards used to enter names, dates, and other basic required information. This analysis differentiates the following:

- Cross-indexed documents
- Differentiation between individual names & corporation names
- Government departments & agencies
- Alternate & alias names
- Abbreviations, titles, & naming consistency (e.g., hyphens, nos., spaces, & suffixes)

Kofile's quality control procedures (QC) ensure that managers and supervisors internally research and answer questions about any problematic process. Kofile will contact Brazos County Clerk for any clarification and/or decisions needed. Client involvement demonstrates Kofile's pride in building successful professional relationships.

Data Entry Procedures

Consistently keyed fields will improve document retrieval and build a dependable, searchable database. To accomplish this, two technicians separately key the same entry for every field. Software is then utilized to ensure those separate entries match. Fields that do not match are sent to a supervisor to determine the issue, after which the entry is sent to a third technician to key a final time. With this methodology, each field is blind-keyed at least twice, and up to three times.

Any amendments are communicated with Brazos County Clerk via an exception list. Some exceptions are to be expected as not all records contain all fields noted. Kofile will establish rules for these abnormalities once the project commences.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Images accumulate as bi-tonal images in a standard PDF or Group IV TIFF format.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to insure best quality image.
- Images are named (tagged for the directory file structure) at case level by book, volume, and page.
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- If applicable, images are optimized and scaled for system output.
- Annotations are supported to enable the electronic addition (either custom or Book/Volume/Page) on the digital image to assist in recording keeping.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page. Amendments are stitched to the appropriate Certificate and indexed in place of the original Certificate.

- Brazos County Clerk receives a MASTER in a medium suitable to the project size (e.g., SFTP, USB).
- Kofile can hold a security copy of all images for safekeeping.

Archival Indexing (ID)

- Key and blind re-key verify documents.
- Formatting of metadata (indexes) per the requirements of Brazos County Clerk's System vendor.
- If requested, Kofile can provide a Disaster Recovery electronic offsite backup of metadata.
- Indexing fields, as applicable, and identified here:
 - Bride
 - Groom
 - Date of Marriage
 - Recorded Date
 - Doc Number
 - Book
 - Volume
 - Page

PROJECT PRICING

This project is presented via TXMAS Contract No. **TXMAS-18-3602**. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

Brazos County Clerk Project Overview							
Record Series	Volume	Page Count	Document Count	Format	Level of Service		Estimated Total
					Imaging	Indexing	
Marriage Record	58-62	2,270	2,270	Legal	\$2,428.90	\$10,215.00	\$12,643.90
Marriage Record	63-75	2,418	2,418	Letter	\$2,587.26	\$10,881.00	\$13,468.26
PROJECT TOTAL					\$5,016.16	\$21,096.00	\$26,112.16

Please reference Contract No. **TXMAS-18-3602** directly on the P.O. Kofile has prepared a 'Shopping Cart' in TxSmartBuy so Brazos County Clerk can complete this purchase – See Link:

<https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=20488114&sender=preserve@kofile.com&datetime=2023.7.14.11.14>

Brazos County Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS							
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL	
IMG702	92030	Archival Imaging of Unbound Positive / Manuscript	Page	\$1.07	4,688	\$5,016.16	
IND702	92021	Backfile Archival Indexing of Vitals / Manuscript	Doc.	\$4.50	4,688	\$21,096.00	
TOTAL						\$26,112.16	

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>.
Payment Terms: Pay 50% upon inventory pick-up with the balance due upon project completion.

CUSTOMER ACCEPTANCE

Signature of Authorized Official

DUANE PETERS

Print Name of Authorized Official

COUNTY JUDGE

Title of Authorized Official

8/1/23

Date

KOFILE ACCEPTANCE

Michael Cobb

Signature of Authorized Official

Michael Cobb

Print Name of Authorized Official

Regional Vice President

Title of Authorized Official

7-17-23

Date

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Brazos County Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Brazos County Clerk. This policy applies to any agreement, verbal or written, between Brazos County Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Brazos County Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Brazos County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

Billy Gerwick

c: (832) 373-9124

e: billy.gerwick@kofile.com

rac



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 10/31/2023
ITEM: Approval of Contract #24-078 Weather Data Software and Licensing for Emergency Management with Baron Weather, Inc.
TO: Commissioners Court
FROM: Beth Martinez
DATE: 10/25/2023
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Baron_Weather_Inc_Contract.pdf](#)

Description

Baron Weather Inc Contract

Type

Backup Material

BARON THREAT NET LICENSE AGREEMENT

CW 10-20-23

This Baron Threat Net License Agreement (the "**Agreement**") is made by and between Baron Weather, Inc., a Delaware corporation ("**Baron**"), with principal place of business at 4930 Research Drive, Huntsville, AL 35805, and **Brazos County Office of Emergency Management**, ("**Client**") with a principal place of business and billing address at **110 N. Main Street, Suite 100, Bryan, TX 77803**. Each of Baron and the Client is sometimes referred to individually as a "**Party**" or collectively, the "**Parties**."

RECITALS

WHEREAS, Baron provides a web-based, weather data software product ("**Baron Threat Net**"); and

WHEREAS, Client desires Baron to license access to Baron Threat Net as further provided herein; and

NOW THEREFORE, in consideration of the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Subscription and License.** Client hereby subscribes to the right to use Baron Threat Net by no more than Three (3) Client employee at any given time ("**Seat**"). Each seat shall have a separate login and password and each seat permits Two (2) devices to login simultaneously. Subject to the terms and conditions of this Agreement, Baron hereby grants to Client a limited, non-transferable, royalty-free, non-sub licensable license to use Baron Threat Net for no more than Three (3) Seats during the Term of this Agreement (the "**License**").

2. **License Fee:** During the Term, Client shall pay to Baron a license fee of **\$3,240.00 per year for Three (3) Seats for the Three (3) Years Period October 1, 2023 – September 30, 2026.**

3. **Each User Seat License includes:**

- a. Full access to Baron Threat Net website with use on two (2) concurrent devices*
- b. Custom stored preferences, map, and data views
- c. Ten (10) custom alert locations with email/text alerting
- d. One (1) Threat Net Mobile application for use on iOS and Android mobile phones*
- e. Seven (7) Rolling Days of Historical Weather for select products
- f. Custom Training on setup and use
- g. Assurance that subscription fees will not increase during the three-year term.

*Baron Threat Net is supported on all commonly used web browsers connected to the internet. The Threat Net app is available for free download from the Apple and Android App stores. (Individual users will log in with their subscription credentials)

4. **Incorporation by Reference.** The Baron Threat Net terms and conditions and privacy policy (the "**Incorporated Documents**", which are available on the Baron Threat Net website are incorporated into this agreement by reference and shall have the same force and effect as if they were fully set forth in this Agreement. In the event of any conflict between this Agreement and the Incorporated Documents, this Agreement shall control.

5. **Term and Termination.**

(a) This Agreement shall commence on **October 1, 2023** (the "**Effective Date**") and shall continue for a period of Thirty-Six (36) months (the "**Initial Term**").

(b) The Term of this Agreement shall expire on September 30, 2026. Prior to the expiration of the term, Client may provide written notice to Baron of its desire to continue the subscription under a new Agreement to be entered into between the two parties.

(c) If either Party is in breach of this Agreement, the breaching Party shall have thirty (30) days to cure such breach following receipt of written notice from the non-breaching Party setting forth the nature of such breach. In the event the breaching Party fails to cure such breach within the thirty (30) day period, then the non-breaching Party may terminate the Agreement upon written notice to the breaching Party. The breaching Party shall further be responsible for all attorney's fees and collection costs incurred by the non-breaching Party as a result of the breach.

6. **Governing law; Jurisdiction and Venue.** This Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without regard to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Texas, County of Brazos, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Texas, County of Brazos. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

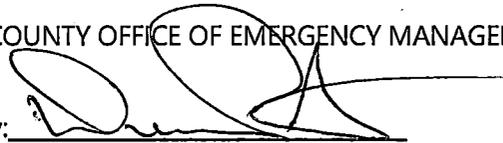
BARON WEATHER, INC.

DocuSigned by:
By: Christy Bechtel
8B4757E5910841F...

Its: Director of Business Development

BRAZOS COUNTY OFFICE OF EMERGENCY MANAGEMENT

Signed By:



Printed Name: DUANE PETERS

Title: COUNTY JUDGE

Date: 10/31/2023



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Approval of the following committee for RFP #CIP 24-513 Exterior Access Stairs.

- a. Trevor Lansdown
- b. Matt Mayo
- c. William "Bill" Hadley
- d. Legal (non-voting)
- e. Purchasing (non-voting)
- f. Architect - Burditt (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 10/25/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

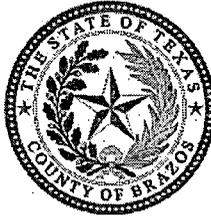
ATTACHMENTS:

File Name

Description

Type

No Attachments Available



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Approval of the following committee for RFP #CIP 24-513 Exterior Access Stairs.

- a. Trevor Lansdown
- b. Matt Mayo
- c. William "Bill" Hadley
- d. Legal (non-voting)
- e. Purchasing (non-voting)
- f. Architect - Burditt (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 10/25/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

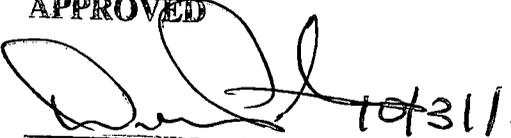
File Name

Description

Type

No Attachments Available

APPROVED



10/31/23

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Permission to Advertise CIP 24-513 Exterior Access Stairs.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 10/25/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type



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: October 31, 2023

RFP NUMBER: CIP 24-513

TITLE: Exterior Access Stairs

REQUESTING DEPARTMENT: Facilities

APPROVAL SIGNATURE: _____

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters, County Judge

DATE APPROVED: _____

OCTOBER 31, 2023

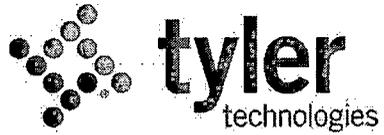


**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 10/31/2023
ITEM: Approval of CIP 24-534 SaaS Software Service Agreement with Tyler Technologies, Inc.
TO: Commissioners Court
FROM: Presley Nelson
DATE: 10/25/2023
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Partly_Executed_Agreement.pdf	Partly Executed Agreement	Backup Material



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to an Agreement dated January 13, 2015, as amended (the "Original Agreement");

WHEREAS, Client now desires to migrate the software products purchased under the Original Agreement and set forth in the Investment Summary from an on-premise installation to a SaaS installation, and to replace the Original Agreements with updated terms to reflect the ongoing nature of their relationship, under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Brazos County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current



Invoicing and Payment Policy is attached as Exhibit B.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours as listed in our then-current Support Call Process, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreement. When Tyler makes the Tyler Software set forth in the Investment Summary and licensed pursuant to this Agreement available to the Client for use in live production, the Original Agreement will terminate by mutual agreement of the parties, as will Tyler’s maintenance, support, and/or update obligations for the software included therein.
2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS

Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). During the initial term of the Agreement as defined in Section F(1), fees for additional data storage shall be at the rate set forth in the Investment Summary.
4. Ownership.
 - 4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 4.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 4.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.
7. SaaS Services.
 - 7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain,

SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement (“NDA”), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

- 7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 7.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 7.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 7.9 Tyler will comply with all relevant federal and state laws and regulations on security and privacy.

Tyler will report data breaches, as such breaches are defined by applicable law, and take all other required actions as required by, and in accordance with, all applicable state and federal data breach notification laws.

SECTION C – OTHER PROFESSIONAL SERVICES

1. **Other Professional Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary, if any. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
8. **Background Checks.** For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:
 - 10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative

regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

- 10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.
- 10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.
- 10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.
- 10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.
- 10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2). As stated in the Invoicing and Payment Policy, payment for undisputed invoices is due within forty-five (45) days of the invoice date.
2. Invoice Disputes. If you believe any delivered software or service does not conform to the

warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within thirty (30) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and

information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for three (3) years from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those three (3) years have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for three (3) years from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists. We will not identify you by name in marketing presentations and promotional materials without your prior written consent.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter

into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed,

understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Transition Upon Contract Termination or Expiration. Tyler will cooperate with Client as may reasonably be necessary in the event of contract termination or expiration. Client may request transition services which are outside the scope of the contract, which services can be provided at Tyler's time and materials rates. Tyler will make data available to the Client in a mutually agreeable format within thirty (30) days of either termination of the contract or Client's written request.

25. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|--|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy
Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement
Schedule 1: Support Call Process |
| Exhibit D | TEAMS Terms and Conditions |
| Exhibit E | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: Sherry Clark
Sherry Clark (D.Y. 20, 2022 1221 C01)

Name: Sherry Clark

Title: Group General Counsel

Date: 10/20/23

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Brazos County, TX

By: [Signature]

Name: DUANE PETERS

Title: COUNTY JUDGE

Date: 10/31/23

Address for Notices:

Brazos County, TX
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Attention: cheryl Rushing



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Software Fees					
SaaS Fee Payments					
	Year 1	Year 2	Year 3	Year 4	Year 5
Annual SaaS Fees	\$717,402	\$717,402	\$717,402	\$753,272	\$753,272
Total Annual SaaS Fee Payments	\$717,402	\$717,402	\$717,402	\$753,272	\$753,272
SaaS Software					SaaS Fee
All Modules:					\$717,402
Enterprise Case Manager					Included
Financial Manager					Included
Attorney Manager - Prosecutor					Included
Jail Manager					Included
Judge Edition (6 Licenses)					Included
NorthPointe					Included
Brazos Ticket Writer					Included
Enterprise Case Manager Integration Toolkit					Included
Jail Manager Intergration Toolkit					Included
Jail Manager Data Export					Included
Mugshots					Included
VINES Interface					Included
Livescan					Included
Index					Included
Electronic Signatures					Included
Check Manager					Included
Record on Appeal Builder					Included
DMS - Batch Scanning /Workflow					Included
Law Enforcement					Included
TEAMS 15					Included
Total Annual SaaS Fee (Year 1)					\$717,402
Implementation Services					
Professional Services					
Enterprise Justice Migration Professional Services Under TEAMS 15 Agreement					
Travel Expenses					
Tyler does not believe the SaaS Flip migration will require an on-site presence, however, should an on-site visit be required, the estimated cost for that visit is \$800.					
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.					
<ul style="list-style-type: none"> • Tyler has included Odyssey Silver SaaS Tier. • Document storage is limited to 14TB. Additional TB storage may be purchased at \$1,300 per TB/yr. 					





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual maintenance and support fees under the Original Agreement.
2. **Credit for Maintenance and Support Fees.** Client will receive a credit for any prepaid but unused maintenance and support fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section F(1) of this Agreement.
3. **Other Tyler Software and Services.**
 - 3.1 Fees for implementation and other professional services (including training) are included in the SaaS Fees and will be provided in accordance with the TEAMS Terms and Conditions set forth in Exhibit D.
4. **Third Party Products.**
 - 4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 4.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.
 - 4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.
 - 4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





**Exhibit D
Tyler Education, Adoption & Managed Services (TEAMS) Terms and Conditions**

Election	TEAMS Level	Annual Units of Service	Annual Tyler Connect Pass	Annual Cost
X	TEAMS-15	15	1	Included with SaaS Fees

Program Details:

- TEAMS Units and Connect Passes must be consumed during the current annual term. Units and passes not utilized shall be forfeited and will not carry over to any subsequent term.
- Connect pass does not include Client travel and expenses, only the cost of the conference attendance is included.
- TEAMS units can be utilized for activities listed in Tyler’s published TEAMS verticals of service.
- All TEAMS services will be completed remotely by Tyler staff and are inclusive of deployment, project management, and consulting activities.
- All Travel will utilize two (2) Units of the annual TEAMS allotment for each trip of up to four (4) consecutive days in length.
- Tyler reserves the right to update the unit cost in our published TEAMS verticals annually in accordance with changes to implementation or training scope.
- Unit costs do not include additional software licenses, maintenance, or SaaS fees. Any additional required software licenses, maintenance, or SaaS fees will need to be purchased by the client through an additional agreement.





Exhibit E
Statement of Work

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Statement of Work

Brazos County

“Client”

SaaS Migration

Tyler Technologies, Courts & Justice Division
5101 Tennyson Parkway
Plano, Texas 75024
(972)713-3770 phone

“Tyler”



Client – Enterprise Justice Implementation

Statement of Work (SOW)

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1. Introduction

Overview

A successful Enterprise Justice implementation project is dependent on many factors: setting up a strong governance structure; time, budget and scope management; designing a solution that meets the business needs of Client; and planning the implementation for success. The purpose of the project is to assist Client with transitioning away from the on-premise Enterprise Justice installation to a hosted SaaS solution.

This project has one primary objective:

1. Migrate to a new Tyler hosted SaaS environment from the existing client managed on-premise environment.

This Statement of Work (SOW), which includes Schedule 1 (“Tyler SaaS Migration and Upgrade Schedule”), presents the tasks and activities necessary for completing the migration. Tyler agrees to complete these tasks and activities and collaborate with the Client in the manner that emphasizes expediency and follows the timeframe set forth herein as closely as possible and takes into account the Client’s readiness and

Statement of Work for Brazos County- SaaS Migration

acceptance process.

Products and Services Included: The following products and services are governed by this Statement of Work:

Table 1 - Licensed Products and In Scope Services

Licensed Products

- N/A – No software products will be installed or delivered. This is a migration activity only.

Services Summary

- Project Management – Project Duration
 - Scope and contract verification
 - Maintain project schedule
 - Schedule tasks and activities for Tyler staff
 - Communicate schedule, tasks, activities and completion status to Client designated project manager. Client responsible for scheduling client resources
 - Status reporting
 - Testing plan assistance
 - Go-Live Planning Assistance
- On-Premise to SaaS Migration Technical and Consulting Services
 - Build two (2) non-production and one (1) production SaaS environments per SaaS agreement
 - Migrate (copy) Data to SaaS Test and SaaS Production environments
 - Migrate(Copy) Data to SaaS 3rd environment
 - Migrate (copy) Images to SaaS Production environment
 - Enterprise Justice SaaS environment and Enterprise Justice configuration verification
 - Enterprise Custom Reports validation
 - Solution Validation Assistance – Client completes the activity, Tyler assists
 - Go-Live Support

Executive Summary and Deployment Strategy

As an existing Enterprise Justice customer, the Client has an existing Enterprise Justice environment in use today. This is an on-premise installation, with Client hosted server infrastructure. The Client desires to move existing their Enterprise Justice installation (Data and Images) to a Tyler hosted SaaS environment.

The SOW will detail the tasks and activities that Tyler and the Client will perform for this project.

It is anticipated that this project will require three months to complete.

2. Definitions

The following terms and definitions shall be used through this Statement of Work.

1. **Authorization Order** means an order to use custom development hours. Authorization Orders will be governed by this SOW upon execution by both parties.
2. **Business Process** means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. Example: How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps

that do not use the legacy system, or a combination of both.

3. Configuration means the set of completed user and system defined code tables within the Administration Section of Enterprise Justice. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing the configuration.
4. Data has the same meaning herein as it does in the Agreement.
5. ECR Training means 1 hour of Enterprise Custom Report (ECR) training intended to educate users of Enterprise Justice post migration.
6. Go-Live Support includes, but is not limited to, daily check-in meetings, executive checkpoints, issue remediation, trouble shooting and resolving any issues related to the migration to SaaS, reviewing help desk best practices and available resources, and reviewing benchmark performance data to validate performance from on-premises to SaaS.
7. Images means all non-database files, including, but not limited to, scanned images, .jpg, .png, .pdf, video media, etc.
8. Interface means a connection to and potential exchange of data with an external, non-Enterprise Justice, system or application. Interfaces may be one way, with data leaving Enterprise Justice to the other system or data entering Enterprise Justice from the other system, or they may be bi-directional with data both leaving and entering Enterprise Justice and the other system.
9. Integration means a native exchange or sharing of common data within the Enterprise Justice system, between Tyler applications.
10. Legacy System means the primary computer system, database, and/or end user software application in use by the client which is being replaced by this project.
11. Project Manager(s) means the person or persons responsible for the planning, monitoring, and execution of this project for Tyler and/or the Client.
12. Solution Validation means the complete set of tests and testing activities when the full Enterprise Justice solution has been deployed. This activity consists of a review of Data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and any custom software enhancements.
13. Subject Matter Experts (SME) means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a SME in multiple areas.
14. Terms Not Otherwise Defined shall have the meaning as set forth in the Master Agreement.
15. Use Case Scenarios mean the description of the business process or scenario that needs to be solved. Example: The court requires a 20-day time-waiver for certain filings. A Use Case Scenario would be the narrative description of what the process is (20-day time-waiver), which filings require it, and what the requirements are for completing the process.
16. Test scripts mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
17. Internal: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve Tyler representatives involved with client support, technical services, hosting, and operations.
18. Customer: Transition to Support Meeting means that Tyler will conduct an internal meeting to prepare for the post go-live handoff to Tyler's support team, ensuring that day-to-day operations are ready for the Tyler standard support process. The meeting will involve having the Tyler project team present information to the Client team members that are involved with daily support procedures.

19. Release Management: Software upgrades and Change Control means activities performed by Tyler pertaining to installing a new version of the Software that includes new and/or different features from the previous version. The assigned TAM will facilitate all organizational and approval activities, including gaining Client approval.
20. Release Management: Planning and Testing means activities pertaining to preparing for, and testing a new version of the Software that includes new and/or different features from the previous version. The assigned CSAM is responsible for working with the Client on its Enterprise Justice release schedule and will facilitate all activities associated with testing the new release, including gaining Client approval.
21. Release Management: Communication for Change Management / Maintenance means clear and effective written and verbal correspondence to provide the information required for people to change effectively, reduce resistance, and garner support. The assigned CSAM is responsible for working with the Client on its communication plans and provides the relevant content associated with the change for use by Client's communications team.
22. Technical Consults means the activity of having Tyler provide structured and ad/hoc technical consulting for the purposes of migrating Enterprise Justice from the Client's on-premise environment to Tyler's SaaS solution and continued post go-live success.
23. Relationship: Application means all activities pertaining to managing the relationship with the Client's functional team members that are currently responsible for the Enterprise Justice software solution.
24. Relationship: Technical means activities pertaining to managing the relationship with the Client's non-functional team members that are technical in nature that are responsible for managing the Client's current on-premise environment, and post go-live environment factors that affect the use of Enterprise Justice.

4. Project Approach

The tasks and activities required to deliver the two phases of this project are outlined below.

Project Assumptions

- Project is anticipated to take up to three months to complete.
- Tyler will schedule tasks and activities to complete as soon as possible.
- SaaS Migration image transfer: Document Images will be transferred during the SaaS migration. The time required for image transfer varies and is dependent upon the speed of the transfer (network connectivity) and the total size of the document Images. Tyler will ensure, based on record counts, that all document Images transfer to the SaaS environment.
- Client will grant access to Tyler to the on-premise Enterprise Justice server infrastructure for the Tyler team members to transfer Data and Images to the SaaS environment.
- Client will assign a single project manager to act as a single point of contact for Tyler's project manager.
- Client has existing knowledge of the Enterprise Justice Case Manager software, including the setup of user accounts, rights and roles.
- Client is responsible for establishing network connectivity to the SaaS environment.

Client is responsible for setting up any and all Enterprise Justice user accounts

Project Management Services and Approach

Tyler will provide project management services to guide this project. It is necessary for the Client to

Statement of Work for Brazos County- SaaS Migration

provide a project manager to work with Tyler’s project manager for coordinating activities, providing schedule updates, reporting and tracking issues and risks, communicating status to stakeholders, and ensuring key milestones are met. The role of the project manager is to ensure the project is completed on time, on budget, and within the agreed upon scope.

The client project manager does not need formal training as a project manager. This person should have the following characteristics:

- Organized
- Understands the business and is well respected within the organization
- Effective communicator
- Proponent of the project
- Empowered to hold project team members, even those with a higher position or rank, accountable for completing any assigned tasks on-time

Project Management Highlights		
<i>Activities & Services</i>	<ul style="list-style-type: none"> ❖ Conducting, Coordinating, or Assisting with the Project Kick-off (Phone call or remote meeting) ❖ Create and update the project schedule ❖ Ensure project is within scope ❖ Create change orders for new scope as needed ❖ Track the project budget ❖ Assist in scheduling project activities ❖ With assistance and input from the Client project manager, track, manage, and update issues and risks ❖ With assistance and input from Client project manager, create the go-live transition schedule 	
<i>Objectives</i>	<ul style="list-style-type: none"> ❖ Manage project scope ❖ Track issues and risks ❖ Deliver the project on time, on budget, and within scope ❖ Assist the Client project manager as needed 	
<i>Participants</i>	<i>Tyler</i>	<i>Client</i>
	❖ Project Manager	❖ Project Manager

Assumptions

- Project activities will be conducted remotely.
- The Client Project Manager will be available consistently through the duration of the project.

Client Involvement

- The Executive Team and Project Team will attend the project kickoff.

Statement of Work for Brazos County- SaaS Migration

- The Client will designate a Project Manager to interact with the Tyler Project Manager.

Phase 1: Tyler Hosted SaaS Migration

This phase involves the tasks required to migrate the Client’s Data and Images from its current on-premise infrastructure to the Tyler hosted SaaS environment.

Task 1.2 - Environment Discovery and Establish the Enterprise Justice SaaS Environment

During the Environment Discovery Tyler will work with the Client IT Team to understand the current Enterprise Justice Environment and components that need to be built in the SaaS environment.

Tyler will be responsible for building the Enterprise Justice Online environments at Tyler’s hosted data center for a SaaS deployment. Client is responsible for the installation and setup of the desktop application, with guidance from Tyler, and all peripheral devices.

Assumptions

- Task is scheduled at least two weeks in advance.

Client Involvement

- The Client is responsible for establishing network connectivity to the Tyler SaaS environment.
- The Client is responsible for updating the Enterprise Justice Assistant / Navigator (user interface) to point to the SaaS environment; Tyler will supply connection detail information.

Deliverables

Deliverable	Description
1.2.1 Build SaaS Environment – Production	Tyler establishes a Production environment per the SaaS agreement
1.2.2 Build SaaS Environment - Test	Tyler establishes a Test environment per the SaaS agreement
1.2.2 Build SaaS Environment – 3rd Environment	Tyler establishes a 3rd environment per the SaaS agreement

Task 1.3 - Migrate Data and Images to the SaaS Environment - Pre-Production

During this task Tyler will migrate the Data from the Client’s on-premise infrastructure to the SaaS infrastructure. This will be the preliminary test of the migration and will be considered pre-production (not live).

Tyler will:

- Copy the current Test Data to the SaaS Test environment.
- Copy the current Production Data to the SaaS Production environment.
- Copy the current 3rd environment Data to the SaaS 3rd environment.

Statement of Work for Brazos County- SaaS Migration

- Validate the total amount of Data, based on database size, has been migrated to the SaaS environments.
- Ensure successful basic operation of Enterprise Justice in the SaaS environments: can login, access, view, edit, and save existing Enterprise Justice records through the Enterprise Justice user interface, without error.

Assumptions

- None

Client Involvement

- The Client will assist Tyler as needed with any on-premise infrastructure issues that prevent the successful migration of Data to the SaaS environment.
- The Client is responsible for testing the Enterprise Justice application functionality in the SaaS environment and reporting issues to Tyler; Tyler and the Client will jointly determine the correct path to resolve a given issue.

Deliverables

Deliverable	Description
1.3.1 Migrate to SaaS Production for Testing	Tyler migrates Data and Images to the SaaS Production environment. Testing only; not in production use.

Task 1.4 – Configuration Validation, ECR, Integration, and Testing Assistance

After the pre-production site migration has finished, Tyler will verify the primary configuration elements within the Enterprise Justice Organizational Chart (Org Chart) and will adjust any Org Chart configuration to coincide with the new SaaS environment.

To verify the Org Chart, Tyler will replace references to on-premise server names and locations, such as UNC paths, to the revised SaaS server names and locations as appropriate. Tyler will also perform basic operational testing, ensuring standard reports and existing client Forms can be generated without error. Tyler will ensure the Enterprise Justice Job processing functionality completes without error for at least one report.

ECR Validation Assistance

Tyler will also verify the configuration of the existing Enterprise Custom Reports (ECRs), ensuring any pointers (UNC references, etc) are updated to the SaaS environment. Client is responsible for testing the ECR functionality.

Integration Validation Assistance

Tyler will also verify that the integration infrastructure is configured and integration endpoints are available to the Client. Client is responsible for testing existing integrations are operational in SaaS environment.

Testing and Validation Assistance

After Tyler has verified the Org Chart and ECR configurations, the Client will test the Enterprise Justice application functionality, ensuring all key business processes are able to complete without error, reporting any issues to Tyler for triage; Client and Tyler will jointly determine the appropriate resolution and owner, Tyler or Client, of each issue. Tyler recommends the Client create a list of essential business processes that are in use and define the required outcome of each process; this list should be used for the testing activity. Tyler can supply sample process lists if requested. Examples of key processes include: Case creation and initiation, viewing and modifying parties, adding and updating hearings and revising hearing calendars, creating standard reports and merging forms, updating case financial records, case dispositions.

In this task Tyler will:

- Review and revise the Org chart as needed to point to the SaaS environments; This will be done for all SaaS environments created per the contract.
- Review and revise the ECR configuration as needed.
- Perform basic operational application tests in Enterprise Justice: login, access a case, save a case, access a party, save a party, run a report, schedule and run a report from the schedule.
- Assist client with the Client’s testing effort by providing sample process lists and reviewing issues that are reported to Tyler.

Assumptions

- Pre-production SaaS migration has been completed.
- All internal or 3rd party integrations leverage the Tyler Integration framework and Integration layer. No integrations or other processes will directly access the hosted Database. If integrations are identified during the Environment Discovery process that do not leverage the integration framework, Tyler will work with the Client to identify alternate solutions that are supported in the SaaS environment.
- Production (live) migration will not take place until Client has completed their testing and advises Tyler that no material issues exist.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will advise Tyler when the testing is complete and is ready for the live (Production) migration.

Deliverables

Deliverable	Description
1.4.1 Org Chart Verification	Tyler verifies and updates the Enterprise Justice Org Chart to reflect the SaaS environment, as needed
1.4.2 ECR Validation	Tyler updates ECR configuration to reflect the SaaS

	environment.
1.4.3 Testing Assistance Complete	Tyler assists client with process testing and site verification. Client is responsible for testing.

Task 1.5 – Go-Live – Production Migration

After the Client has successfully completed the testing of the SaaS environment, Tyler will initiate the Production migration. This activity should be carefully planned to ensure all Data moves from the on-premise site to the SaaS site and that all users are logging in to the correct environment.

Client’s project manager will assist Tyler’s project manager in building a go-live transition plan. The plan will include the proposed date and time for the migration to start and finish. It is important to note that once the production migration begins no Data should be entered in the Enterprise Justice application in the on-premise environment, as the update is static and represents a point in time. Any Data that is entered in the on-premise environment after the migration has begun will need to be added manually by the Client after the migration has completed and the Client is live in the SaaS environment.

The migration should be scheduled approximately two weeks in advance. It is at this time; the Client will make a go-no-go decision to proceed with the migration.

Upon completion of the migration, Tyler will perform basic VIEW ONLY validation: can login, can view existing case and party records Tyler will not create or save any new records in the Production system during this test. Tyler will then communicate to the Client that the system is ready for Production use.

Image migration: Tyler will migrate the Images at the same time as the Data. However, the Images may require additional time to transfer based on the total storage size of the Images. Tyler will ensure all Images have been transferred; Client may go-live before all Images have been migrated.

Tyler will ensure that all Data and Images are accurately transferred from the Client’s on-premise environment to the SaaS environment by verifying the transferred Data and Images through AWS DataSync on 12 metrics: BytesCompressed, BytesPreparedDestination, BytesPreparedSource, BytesTranferred, BytesVerifiedDestination, ByteVerifiedSource, BytesWritten, FilesPreparedDestination, FilesPreparedSource, FilesTransferred, FilesVerifiedDestination, FilesVerifiedSource.

Client will modify their Enterprise Justice Assistant / Navigator (user interface) configuration to point to the SaaS environment. Client is responsible for ensuring Client is logging in to the correct environment. Client will perform initial testing and will report any issues to Tyler for triage. Client will begin entering Data in the Production SaaS environment and will be live at that point. Tyler will provide Go-Live Support until the implementation has been accepted as provided in the Agreement, or, if Client rejects the implementation as provided in the Agreement, until Tyler has successfully reverted Client back to its current on-premise Enterprise Justice environment. Tyler will provide a communication plan to the Client as part of the go-live planning activities, so the Client knows how to contact Tyler for issue reporting and resolution.

As provided in the Agreement, if Client rejects the implementation and requests Tyler to revert Client to

its current on-premise Enterprise Justice environment, Tyler must begin the reversion process as described in the attached Schedule 2 (“Reversion Timeline”) within five (5) business days of receipt of Client’s notification. Tyler must thereafter complete the reversion process as documented, and within the time frame provided, in Schedule 2 (“Reversion Timeline”). Client will work with Tyler in good faith during the reversion process. The reversion process must ensure that all Data and Images that were entered into the SaaS Production environment after go-live are also reverted to the current on-premises Enterprise Justice environment, and Tyler must protect and verify the Data and Images reverted using the same steps as it did to protect and verify the Data and Images transferred during the migration to SaaS. If the reversion process is officially triggered pursuant to the process set forth in Section C(9) of the Agreement, Tyler will continue to provide the SaaS Production environment to Client, without charging SaaS fees, until the reversion process is complete and the current on-premises Enterprise Justice environment is live.

Assumptions

- Pre-production SaaS migration has been completed.
- Pre-production testing has been completed and Client has indicated to Tyler the testing was successful and no material issues remain.
- Migration is scheduled at least two weeks in advance.
- The Client’s on-premise Enterprise Justice environment will remain at version 2017.0.39 until the SaaS migration is completed, after which Tyler will perform the revision upgrade for the Client to Enterprise Justice version 2023.0.

Client Involvement

- The Client will be responsible for testing the Enterprise Justice application.
- The Client will track issues but will report those to Tyler as needed for triage and issue resolution assistance.
- The Client will modify the Enterprise Justice Assistant / Navigator to point to the correct environment; Tyler will supply the connection information.
- Tyler’s project manager is responsible for building the go-live plan with assistance from Client’s project manager.

Deliverables

Deliverable	Description
1.5.1 Go-Live Data Migration	Tyler migrates the on-premise Data to the SaaS Production environment
1.5.2 Go-Live Image Migration	Tyler migrates the on-premise Images to the SaaS Production environment
1.5.3 Go-Live: First Record Created in SaaS Environment	Client creates a new record or saves Data to an existing record in the SaaS Production environment.

Task 1.6 - Transition to Support & Project Closeout

This task will occur only if the implementation is accepted as provided in the Agreement.

Statement of Work for Brazos County– SaaS Migration

This task represents project completion and will signal the conclusion of implementation activities. In this final Stage, the implementation project will be officially completed, and the Tyler PM will work with Client to transition from implementation to operations and maintenance.

Tyler will conduct a final project close out meeting prior to transition from implementation to operations and maintenance. In addition, during the close out meeting, Tyler will review with Client the help desk best practices and available resources. Tyler will also review the benchmark performance document to validate performance from on-premise to SaaS.

During transition from implementation to operations and maintenance, our Tyler Release Project Manager will schedule a meeting to begin working with you on Enterprise Justice 2023.0 upgrade activities for the SaaS Non-Production Environment. Upgrade of your SaaS Non-Production environment will be scheduled within two months of project close out.

Assumptions

- All project implementation activities have been completed.
- No material project issues remain.
- All Deliverables have been completed.

Client Involvement

- Participate in transition discussions and meetings.
- Provide feedback and updates on remaining issues.

Deliverables

Deliverable	Description
1.6.1 Project Closeout Report	Report that indicates all deliverables have been completed and the project is closed.

Project Complete

The SaaS migration is complete once the Client is using the Enterprise Justice application in the Production SaaS environment, the implementation has been accepted as provided in the Agreement, and Tyler has completed all other responsibilities set forth in Task 1.6. Any open issues remaining for Tyler to resolve will be transitioned to the Tyler Support team.

Brazos County, TX EJ SaaS Migration Agreement 102023

Final Audit Report

2023-10-20

Created:	2023-10-20
By:	Rachel Mehlsak (rachel.mehlsak@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEFNDjbTtKZgcMlccuE26dWkj_80E1YnF

"Brazos County, TX EJ SaaS Migration Agreement 102023" History

-  Document created by Rachel Mehlsak (rachel.mehlsak@tylertech.com)
2023-10-20 - 5:16:09 PM GMT
-  Document emailed to sherry.clark@tylertech.com for signature
2023-10-20 - 5:16:30 PM GMT
-  Email viewed by sherry.clark@tylertech.com
2023-10-20 - 5:19:17 PM GMT
-  Signer sherry.clark@tylertech.com entered name at signing as Sherry Clark
2023-10-20 - 5:21:10 PM GMT
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2023-10-20 - 5:21:12 PM GMT - Time Source: server
-  Agreement completed.
2023-10-20 - 5:21:12 PM GMT



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: **Overpayments**
• a. George J. Novak, Sr. - \$256.79

TO: Commissioners Court

DATE: 10/25/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[CC_Refund_Request_10_24_23_\(002\).pdf](#)

Tax Refund Applications

Backup Material

Kristeen Roe, CTA, PCC
Brazos County Tax Assessor/Collector
 4151 County Park Ct
 Bryan TX 77802
 979-775-9930
 979-775-9938 Fax

REFUNDS PENDING 10/31/2023

REQUESTOR	GEORGE J NOVAK SR
ADDRESS	3802 TANGLEWOOD DR BRYAN TX 77802
OWNER NAME	GEORGE J & SHIRLEY NOVAK
PROP ID#	40426
REFUND AMOUNT	\$ 256.79

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
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PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

NOVAK GEORGE J & SHIRLEY
3802 TANGLEWOOD DR
BRYAN TX 77802-4127

PROPERTY DESCRIPTION

Legal: B B SCASTA PH 1, BLOCK 6, LOT 11
Address: 3802 TANGLEWOOD DR
Account # 40426

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2022	03/10/2023	\$1720.54	\$256.79

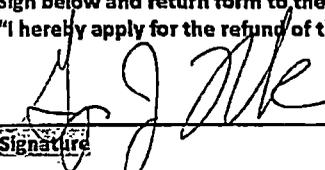
Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

NOVAK GEORGE J SR
3802 TANGLEWOOD DR
BRYAN TX 77802-4127

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."



Signature

10/17/23

Date

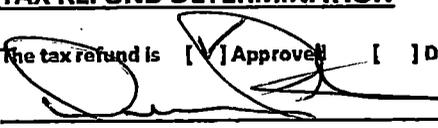
Phone #

Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved



Authorized Officer Signature

10/31/23

Date

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

Authorized Officer Signature

Date

TAX RECEIPT

03/13/2023 09:40AM

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

Receipt Number

3247119

Date Posted 03/13/2023
 Payment Type P
 Payment Code Over/Refund
 Total Paid \$1,720.54

PAID BY:

NOVAK GEORGE J SR
 3802 TANGLEWOOD
 BRYAN, TX 77802

Property ID	Geo	Legal Acres	Owner Name and Address								
40426	563000-0006-0110	0.0000	NOVAK GEORGE J & SHIRLEY 3802 TANGLEWOOD DR BRYAN, TX 77802-4127								
			Legal Description								
B B SCASTA PH 1, BLOCK 6, LOT 11											
Situs			DBA Name								
3802 TANGLEWOOD DR											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
CITY OF BRYAN	2022	0.62400	144,028	94264	N	521.08	0.00	46.89	0.00	0.00	567.97
BRAZOS COUNTY	2022	0.42941	84,028	94264	N	105.02	0.00	9.45	0.00	0.00	114.47
BRYAN ISD	2022	1.13960	109,028	94264	N	716.79	0.00	64.52	0.00	0.00	781.31
Z REFUND ENTITY	2022	0.00000	0	146317	N	256.79	0.00	0.00	0.00	0.00	256.79
Balance Due As Of 03/13/2023: -256.79											

Tender	Details	Description	Amount
Check	1308		1720.54
			1720.54

Operator Batch
 tmoore 46244 (03/13/2023TM)

Total Paid
1,720.54



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM:

- FY 22/23 Budget Amendments 54.01 - 54.05
- FY 23/24 Budget Amendments 5.01 - 5.09

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/26/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Description

Type

[54_Coversheet.pdf](#)

FY 2023 - 54 Coversheet

Cover Memo

[54.01 - 54.05.pdf](#)

FY 2023 Budget Amendments 54.01 - 54.05

Budget Amendment

[5_Coversheet.pdf](#)

FY 2024 - 5 Coversheet

Cover Memo

[5.01 - 5.09.pdf](#)

FY 2024 Budget Amendments 5.01 - 5.09

Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2022-2023 BUDGET YEAR

NO. 22/23 54.01 – 54.05

On this the 31st day of October 2023 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Chuck Konderla, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

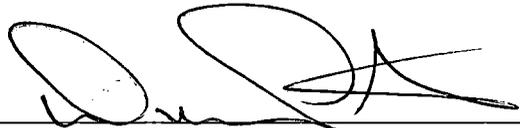
The following proceedings were held:

THAT WHEREAS, on 31st day of October 2023 the Court heard and approved a budget amendment(s) for the 2022-2023 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 6 September 2022, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 31st day of October 2023.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

Original: County Clerk's Office and
Attached to the original budget

BRAZOS COUNTY, TEXAS

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

NO. 23/24 5.01 – 5.09

On this the 31st day of October 2023 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Chuck Konderla, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

The following proceedings were held:

THAT WHEREAS, on 31st day of October 2023 the Court heard and approved a budget amendment(s) for the 2023-2024 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 19 September 2023, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 31st day of October 2023.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

Original: County Clerk's Office and
Attached to the original budget



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 10/31/2023
ITEM: • a. Employment & Separations
TO: Commissioners Court
DATE: 10/26/2023
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Employment Separations - Public - 10-31-2023.pdf](#)

Employment & Separations Cover Sheet

Cover Memo

Personnel Change of Status

(Oct 26, 2023)

Commissioners' Court Date: 10-31-2023
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
Fleet Shop - Light Equipment	Garcia Salazar, Luis*
County Judge	Parker, Lisa

Separations

Department Name	Employee Name

Approved in Commissioners' Court: 10-31-2023

County Judge's or Commissioner's Signature: _____



(This Copy to be attached to minutes)



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: • b. Personnel Action Forms

TO: Commissioners Court

DATE: 10/26/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[PAF_10-31-2023.docx](#)

Description

Cover Sheet

Type

Cover Memo

**PERSONNEL
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: 10-31-2023
 Department Submitting Information: Human Resources
 Purpose of Submissions: Consider and Take Action on Change Requests

Department Submitting Request(s)	Employee Request Applies To	Action Requested
Academy Community Based	Zimmerman, Lori	Change of Status
American Rescue Plan Revenue Replacement – R U OK Program	Masco, Valdie	Correction
County Judge	Lamkin, Robert	Change of Status
Juvenile Services – Admin Community Based	Correa, Itzel	Change of Status
	Scroggins, Joseph	Change of Status
	Storemski, Jonathan	Change of Status
	Thomas, Neshae	Change of Status
Juvenile Services – Admin Court	Taylor, Jannifer	Change of Status
	Tunsel, Marsha	Change of Status
Juvenile Services – Admin Probation	Bisor, Timolin	Change of Status
	Criddle, Steven	Change of Status
	Reyes, Christina	Change of Status
Juvenile Services – Detention	Bell, Tiffany	Change of Status
	Boff, Erin	Change of Status
	Dennis, Jamaycia	Change of Status
	Foster, Lawyer	Change of Status
	Grimaldo, Raymond	Change of Status
	Olvera, Phillip	Change of Status
	Ragston, Denisha	Change of Status

Walker, Beatrice	Change of Status
Walker, Jeremy	Change of Status
Wallace, Lawrencia	Change of Status

Road & Bridge	Salvato, Joe	Change of Status
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Sheriff's Office – Admin	Martinez, Paul	Correction
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Sheriff's Office – Jail Admin	Little, Matthew	Change of Status
	McNulty, James	Change of Status
	Smith, Jade	Change of Status
	Stuart, Kevin	Correction
	Washington, Dean	Change of Status

TJJD – Pre & Post Adjudication – Detention

Pennington, Shawn	Change of Status
Williams, Kimberlyn	Change of Status

TJJD – SA Basic Court	White, Melissa	Change of Status
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TJJD – SA Commitment Diversion – Community Based

Medina, Jose	Change of Status
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TJJD – SA Community Programs – Community Based

Turner, Arieus	Change of Status
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Approved in Commissioners' Court: 10-31-2023:

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





BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **October 31, 2023**

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 8125479 Thru CLAIM # 8125626
CLAIM # 9008863 Thru CLAIM # 9008916

The Court voted unanimously to approve these Claims as submitted.

Duane Peters
County Judge

Karen McQueen
County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of October 25, 2023.
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals as of October 25, 2023.

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/26/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
FY_24_Actuals.pdf	FY 2023-2024 Budget to Actuals as of 10/25/2023	Backup Material
FY_24_Contingency_Budget_to_Actuals_Fund.pdf	FY 2023-2024 Contingency Budget to Actuals as of 10/25/2023	Backup Material

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

Fund: 01000 General Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	116,116,899	119,504,028	134,330,000	32,084	0%
Charges for Services	14,007,731	14,401,960	11,221,037	112,794	1%
Interest Income	1,233,588	8,198,596	5,780,000	-	-
Other Revenue	2,105,454	1,266,012	961,750	11,898	1%
Reserves	-	-	44,859,588	-	-
Intergovernmental	9,344,605	8,188,795	836,002	381,011	46%
Other Financing Sources	1,565,379	215,777	210,000	-	-
Total Revenue	\$144,373,655	\$151,775,168	\$198,198,377	\$537,786	0%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	44,652,228	49,486,058	59,656,913	1,923,996	3%
Outside Labor Costs	186,676	104,348	163,000	125	0%
Benefits	27,150,252	27,183,091	35,508,750	2,807,577	8%
Discretionary Spending	-	-	1,821,590	-	-
Supplies and Other Charges	7,681,618	8,792,422	19,318,410	908,438	5%
Repairs and Maintenance	2,354,842	4,651,722	7,477,493	33,251	0%
Contractual Services	8,721,285	8,755,239	12,151,132	868,653	7%
Professional Services	4,303,755	6,480,224	13,050,445	40,539	0%
Community Contracts	4,615,488	4,716,979	6,382,870	511,665	8%
Capital Outlay	5,302,428	7,288,030	21,033,500	-	-
Other Financing Uses	4,709,639	20,581,242	21,634,274	-	-
Total Expense	\$109,678,212	\$138,039,354	\$198,198,377	\$7,094,243	4%

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

Fund: 02000 County Health Endowment
 Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	1,390	0	-	-
Intergovernmental	101,339	0	-	-
Total Revenue	\$102,730	\$0	-	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Other Financing Uses	1,010,633	-	-	-
Total Expense	\$1,010,633	-	-	-

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

Fund: 11000 Hotel Occupancy Tax Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Taxes	3,360,758	3,522,196	3,250,000	0
Interest Income	12,820	103,155	50,000	-
Other Revenue	454	1,500	-	-
Reserves	-	-	1,000,000	-
Total Revenue	\$3,374,031	\$3,626,851	\$4,300,000	\$0

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	98,264	84,744	164,093	2,854	2%
Benefits	45,799	41,481	75,055	3,003	4%
Supplies and Other Charges	178,495	30,866	572,049	-	-
Repairs and Maintenance	21,600	-	500,000	-	-
Contractual Services	127,582	313,147	185,490	56,090	30%
Professional Services	5,300	24,960	5,300	5,300	100%
Community Contracts	914,481	1,104,191	910,000	-	-
Capital Outlay	20,704	342,970	638,013	-	-
Other Financing Uses	1,165,715	-	1,250,000	-	-
Total Expense	\$2,577,941	\$1,942,357	\$4,300,000	\$67,247	2%

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

Fund: 12000 State Lateral Road Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	276	4,455	3,000	-	-
Reserves	-	-	218,000	-	-
Intergovernmental	30,417	30,347	30,000	29,508	98%
Total Revenue	\$30,693	\$34,802	\$251,000	\$29,508	12%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Capital Outlay	-	-	251,000	-
Total Expense	-	-	\$251,000	-

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

Fund: 13000 Unclaimed Property Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	387	8,079	3,000	-
Reserves	-	-	68,000	-
Total Revenue	\$387	\$8,079	\$71,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	71,000	-
Total Expense	-	-	\$71,000	-

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

Fund: 15000 Law Library Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	28,463	164,116	67,500	-
Interest Income	48	1,609	0	-
Reserves	-	-	10,000	-
Total Revenue	\$28,511	\$165,725	\$77,500	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	59,063	62,593	77,500	537	1%
Total Expense	\$59,063	\$62,593	\$77,500	\$537	1%

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

Fund: 16000 Local Provider Participation
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	36,793,246	31,090,712	39,176,878	39,176,878	100%
Interest Income	50,392	387,189	200,000	-	-
Other Revenue	460,822	397,231	487,494	487,494	100%
Reserves	-	-	19,000,000	-	-
Total Revenue	\$37,304,461	\$31,875,132	\$58,864,372	\$39,664,372	67%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	134,246	-	-
Community Contracts	26,568,700	26,044,743	58,844,372	-
Other Financing Uses	20,000	20,000	20,000	-
Total Expense	\$26,588,700	\$26,198,989	\$58,864,372	-

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

Fund: 18000 Law Enforcement Education
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Reserves	-	-	69,360	-
Intergovernmental	14,928	14,872	14,500	-
Total Revenue	\$14,928	\$14,872	\$83,860	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	11,984	12,741	83,860	500	1%
Total Expense	\$11,984	\$12,741	\$83,860	\$500	1%

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

Fund: 19000 Court Records Preservation
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	23,569	623	500	-
Interest Income	935	13,385	0	-
Reserves	-	-	300,000	-
Other Financing Sources	42,545	-	-	-
Total Revenue	\$67,049	\$14,008	\$300,500	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	35,086	-	-	-
Benefits	21,497	-	-	-
Supplies and Other Charges	87	-	300,500	-
Contractual Services	524	-	-	-
Total Expense	\$57,194	-	\$300,500	-

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

Fund: 20000 County Clerk Records
Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	454,677	364,311	350,000	-
Interest Income	5,390	27,441	20,000	-
Reserves	-	-	1,230,000	-
Total Revenue	\$460,067	\$391,752	\$1,600,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	105,859	104,059	128,285	2,933	2%
Benefits	72,410	56,889	83,311	2,130	3%
Supplies and Other Charges	21,476	725	1,263,064	-	-
Contractual Services	103,091	327,291	125,340	-	-
Total Expense	\$302,836	\$488,964	\$1,600,000	\$5,063	0%

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

Fund: 20010 County Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	387,387	290,550	315,000	-
Interest Income	5,682	27,123	10,000	-
Reserves	-	-	1,293,000	-
Total Revenue	\$393,069	\$317,673	\$1,618,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	1,118,000	-
Contractual Services	299,991	253,734	500,000	-
Total Expense	\$299,991	\$253,734	\$1,618,000	-

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

Fund: 22000 Courthouse Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	105,826	115,046	106,050	-
Interest Income	180	5,074	0	-
Reserves	-	-	64,000	-
Other Financing Sources	442,325	294,951	0	-
Total Revenue	\$548,331	\$415,071	\$170,050	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	318,556	375,202	-	-	-
Benefits	132,453	155,455	-	2,838	-
Supplies and Other Charges	5,352	4,033	56,987	-	-
Repairs and Maintenance	16,733	13,633	62,000	4,633	7%
Contractual Services	-	-	50,000	-	-
Community Contracts	-	1,011	1,063	-	-
Capital Outlay	7,100	-	-	-	-
Total Expense	\$480,194	\$549,334	\$170,050	\$7,471	4%

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

Fund: 22010 Justice Court Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	33,291	33,424	31,500	-
Interest Income	236	3,953	2,500	-
Reserves	-	-	208,000	-
Total Revenue	\$33,527	\$37,377	\$242,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Repairs and Maintenance	7,821	-	30,000	-
Contractual Services	-	-	30,000	-
Professional Services	8,129	-	57,000	-
Capital Outlay	-	-	125,000	-
Total Expense	\$15,950	-	\$242,000	-

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

Fund: 23000 District Clerk Records
Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	61,726	84,461	60,000	-
Interest Income	334	4,768	4,000	-
Reserves	-	-	200,000	-
Total Revenue	\$62,060	\$89,229	\$264,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	19,979	73,600	2,357	3%
Benefits	-	1,553	5,764	183	3%
Contractual Services	-	149,231	173,000	-	-
Professional Services	-	-	11,636	-	-
Total Expense	-	\$170,763	\$264,000	\$2,540	1%

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

Fund: 23010 District Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	5,670	595	-	-
Interest Income	69	127	-	-
Total Revenue	\$5,739	\$722	-	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	28,569	18,345	-	-
Benefits	2,233	1,426	-	-
Professional Services	3,522	-	-	-
Total Expense	\$34,324	\$19,771	-	-

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

Fund: 24000 Justice of the Peace
 Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	28,441	28,209	26,000	-
Interest Income	276	3,799	2,000	-
Reserves	-	-	193,000	-
Total Revenue	\$28,717	\$32,009	\$221,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	39,945	10,166	67,061	-
Contractual Services	798	889	5,000	-
Capital Outlay	-	-	148,939	-
Total Expense	\$40,743	\$11,055	\$221,000	-

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

Fund: 24010 County and District Court
 Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	9,750	10,059	10,000	-
Interest Income	146	2,322	0	-
Reserves	-	-	119,000	-
Total Revenue	\$9,896	\$12,381	\$129,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	129,000	-
Total Expense	-	-	\$129,000	-

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

Fund: 25000 Forfeiture Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	7,821	5,329	0	-
Interest Income	58	809	0	-
Reserves	-	-	33,000	-
Total Revenue	\$7,879	\$6,138	\$33,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	2,563	33,000	235	1%
Capital Outlay	-	5,133	-	-	-
Total Expense	-	\$7,696	\$33,000	\$235	1%

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

Fund: 26000 District Attorney Hot Check
 Collections Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	7	100	50	-
Other Revenue	75	150	0	-
Reserves	-	-	4,900	-
Total Revenue	\$82	\$250	\$4,950	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	4,950	-
Total Expense	-	-	\$4,950	-

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

Fund: 27000 Bail Bond Board Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	151	2,136	1,500	-
Other Revenue	2,000	2,500	2,000	-
Reserves	-	-	105,000	-
Total Revenue	\$2,151	\$4,636	\$108,500	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	304	321	4,001	-
Benefits	144	113	1,011	-
Supplies and Other Charges	274	-	103,488	-
Total Expense	\$722	\$433	\$108,500	-

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

Fund: 28000 Voter Registration Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	13	-	-	-
Intergovernmental	33,460	16,804	-	-
Total Revenue	\$33,473	\$16,804	-	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	1,461	1,071	-	-
Contractual Services	20,201	15,733	-	-
Professional Services	20,500	-	-	-
Total Expense	\$42,162	\$16,804	-	-

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

Fund: 29000 Vehicle Inventory Interest
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Taxes	3,624	8,389	2,500	-
Interest Income	4,142	20,325	15,000	-
Reserves	-	-	331,000	-
Total Revenue	\$7,767	\$28,714	\$348,500	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	-	-	11,100	-
Benefits	-	-	2,805	-
Supplies and Other Charges	5,438	5,117	304,095	-
Repairs and Maintenance	-	240	1,000	-
Contractual Services	-	-	2,000	-
Professional Services	-	-	7,500	-
Capital Outlay	-	-	20,000	-
Total Expense	\$5,438	\$5,357	\$348,500	-

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

Fund: 30000 Brazos County Grant Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Public Health Revenue	-	0	60,000	40,000	67%
Other Revenue	-	32	-	-	-
Reserves	-	-	6	-	-
Intergovernmental	5,175,775	2,564,580	4,749,019	1,557,038	33%
Other Financing Sources	300,769	-	711,264	-	-
Total Revenue	\$5,476,543	\$2,564,612	\$5,520,289	\$1,597,038	29%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	1,328,022	1,748,464	2,861,531	99,330	3%
Benefits	640,754	813,685	1,327,727	66,518	5%
Supplies and Other Charges	233,515	106,792	436,145	12,707	3%
Repairs and Maintenance	937,236	5,186	3,150	35	1%
Contractual Services	2,055,371	116,713	396,244	14,311	4%
Professional Services	3,840	-	200,000	-	-
Capital Outlay	322,412	158,206	295,492	11,250	4%
Total Expense	\$5,521,150	\$2,949,047	\$5,520,289	\$204,151	4%

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

Fund: 31000 American Rescue Plan Act

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	(1,392)	-	-	-
Intergovernmental	8,445,192	7,495,180	20,000,000	-
Total Revenue	\$8,443,800	\$7,495,180	\$20,000,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Discretionary Spending	8,445,192	7,299,824	-	-
Contractual Services	-	132,000	1,800,000	-
Capital Outlay	-	63,356	18,200,000	-
Total Expense	\$8,445,192	\$7,495,180	\$20,000,000	-

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

Fund: 33000 Sheriff's Office Crime Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	267	1,368	500	-
Other Revenue	1,600	-	0	-
Reserves	-	-	113,000	-
Total Revenue	\$1,867	\$1,368	\$113,500	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	85	4,796	79,500	-
Repairs and Maintenance	-	1,369	4,000	-
Capital Outlay	-	7,608	30,000	-
Other Financing Uses	10,000	-	-	-
Total Expense	\$10,085	\$13,773	\$113,500	-

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

Fund: 34000 District Attorney Crime
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	80,558	32,611	20,000	-
Interest Income	341	5,123	2,000	-
Reserves	-	-	249,000	-
Total Revenue	\$80,899	\$37,734	\$271,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	14,390	20,383	80,376	1,082	1%
Benefits	7,935	9,588	14,686	661	5%
Supplies and Other Charges	24,089	11,007	155,938	352	0%
Contractual Services	314	360	20,000	90	0%
Capital Outlay	5,782	-	-	-	-
Total Expense	\$52,509	\$41,339	\$271,000	\$2,184	1%

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

Fund: 35000 Primary Election Services
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	38,109	70,904	25,000	-
Interest Income	67	1,086	-	-
Reserves	-	-	65,000	-
Total Revenue	\$38,176	\$71,990	\$90,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	8,563	5,479	79,100	-	-
Repairs and Maintenance	-	-	1,000	-	-
Contractual Services	65,448	13,414	9,900	201	2%
Total Expense	\$74,011	\$18,893	\$90,000	\$201	0%

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

Fund: 39010 Brazos County Housing
 Finance Corporation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	-	402,125	5,000	5,334	107%
Interest Income	1,004	3,931	0	-	-
Reserves	-	-	104,000	-	-
Total Revenue	\$1,004	\$406,056	\$109,000	\$5,334	5%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	323	-	4,735	-
Professional Services	-	-	104,265	-
Total Expense	\$323	-	\$109,000	-

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

Fund: 41000 General Obligation Debt
 Service Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Taxes	10,766,578	9,799,037	10,910,000	3,397
Interest Income	89,607	345,191	170,000	-
Reserves	-	-	500,000	-
Other Financing Sources	1,165,715	-	1,250,000	-
Total Revenue	\$12,021,900	\$10,144,228	\$12,830,000	\$3,397

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Debt Service	17,009,447	9,028,173	12,830,000	300	0%
Total Expense	\$17,009,447	\$9,028,173	\$12,830,000	\$300	0%

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

Fund: 43200 2020 Certificates of
Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	105,757	513,185	120,000	-
Other Revenue	-	2,929	-	-
Reserves	-	-	8,400,000	-
Total Revenue	\$105,757	\$516,114	\$8,520,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	54,447	3,038,134	-
Contractual Services	1,130,456	708,272	487,000	-
Capital Outlay	1,940,552	1,891,648	4,994,866	-
Total Expense	\$3,071,008	\$2,654,367	\$8,520,000	-

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

Fund: 43230 On System Road Bond -
 TXDOT

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	-	209,282	-	-
Reserves	-	-	19,800,000	-
Other Financing Sources	-	20,009,102	-	-
Total Revenue	-	\$20,218,385	\$19,800,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Contractual Services	-	-	19,800,000	-
Debt Service	-	203,216	-	-
Total Expense	-	\$203,216	\$19,800,000	-

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

Fund: 43231 Off System Road Bond

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	-	106,674	-	-
Reserves	-	-	10,100,000	-
Other Financing Sources	-	10,307,719	-	-
Total Revenue	-	\$10,414,394	\$10,100,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Capital Outlay	-	81,700	10,100,000	-
Debt Service	-	102,830	-	-
Total Expense	-	\$184,530	\$10,100,000	-

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

Fund: 43232 2023 Certificates of
Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	-	103,495	-	-
Reserves	-	-	9,908,000	-
Other Financing Sources	-	10,165,860	-	-
Total Revenue	-	\$10,269,354	\$9,908,000	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Capital Outlay	-	293,093	9,908,000	-
Debt Service	-	163,164	-	-
Total Expense	-	\$456,257	\$9,908,000	-

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

Fund: 45000 General Permanent
Improvement Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Other Revenue	95,799	102,356	-	-
Reserves	-	-	23,839,123	-
Other Financing Sources	5,473,504	20,286,291	19,923,010	-
Total Revenue	\$5,569,303	\$20,388,647	\$43,762,133	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	-	-	6,162,654	-	-
Supplies and Other Charges	-	-	4,000,000	-	-
Capital Outlay	11,813,336	4,740,321	33,568,379	145,165	0%
Debt Service	-	-	31,100	-	-
Other Financing Uses	24,942	-	-	-	-
Total Expense	\$11,838,278	\$4,740,321	\$43,762,133	\$145,165	0%

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

Fund: 50000 Health and Life Insurance
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	11,448	0	-	-	-
Other Revenue	20,909,742	22,783,258	20,841,700	1,726,701	8%
Reserves	-	-	4,500,000	-	-
Other Financing Sources	-	-	1,000,000	-	-
Total Revenue	\$20,921,190	\$22,783,258	\$26,341,700	\$1,726,701	7%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	215,192	227,069	461,901	3,594	1%
Benefits	60,911	104,171	200,280	5,079	3%
Supplies and Other Charges	50,614	53,603	968,719	-	-
Repairs and Maintenance	93	75	100	-	-
Contractual Services	17,991,568	21,230,825	24,276,500	831,428	3%
Professional Services	289,964	379,176	434,200	20,000	5%
Total Expense	\$18,608,343	\$21,994,919	\$26,341,700	\$860,101	3%

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

Fund: 93000 Regional Mobility Authority

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	88	452	-	-
Reserves	-	-	13,992	-
Total Revenue	\$88	\$452	\$13,992	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	10,755	12,120	-	-
Benefits	2,503	2,949	-	-
Supplies and Other Charges	1,362	557	0	-
Repairs and Maintenance	12	-	0	-
Contractual Services	42	25	0	-
Professional Services	7,500	7,875	13,992	-
Total Expense	\$22,174	\$23,527	\$13,992	-

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

Fund: 01000 General Fund - Contingency

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	6,000,000.00	(57,120.33)	5,942,879.67
Voter Registration - 13005000 *	3,152.00	-	3,152.00
District Attorney - Child Protective Services Contingency - 19010000 *	1,900.00	-	1,900.00
Vital Statistics/Preservation - 21010000 *	5,000.00	-	5,000.00
County Specialty Court Program Contingency - 22700100 *	20,000.00	-	20,000.00
Road and Bridge Contingency - 56001000 *	1,257,800.00	-	1,257,800.00
Total General Fund Contingency	7,297,852.00	(57,120.33)	7,240,731.67

* Can only be used for that program or division

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

Fund: 11000 HOT Fund Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
HOT Fund Contingency - 11002500	526,974.00	-	526,974.00
Total HOT Fund Contingency	526,974.00	-	526,974.00

* Can only be used for this fund

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

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 12005000	49,200.00	-	49,200.00
Total Unclaimed Property Fund Contingency	49,200.00	-	49,200.00

* Can only be used for this fund

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

Fund: 20000 County Clerk Records Management Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21005000	1,219,564.00	-	1,219,564.00
Total Count Clerk Records Management Fund Contingency	1,219,564.00	-	1,219,564.00

* Can only be used for this fund

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

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21006000	1,118,000.00	-	1,118,000.00
Total Count Clerk Archival Fund Contingency	1,118,000.00	-	1,118,000.00

* Can only be used for this fund

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

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 51000100	48,977.00	-	48,977.00
Total Courthouse Security Fund Contingency	48,977.00	-	48,977.00

* Can only be used for this fund

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

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
JP Technology Administration - 24005000	22,161.00	-	22,161.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
Total Justice of the Peace Technology Fund Contingency	42,161.00	-	42,161.00

* Can only be used for this fund and specific divisions

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

Fund: 25000 Forfeiture Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Sheriff Forfeiture Fund - 2801000	17,502.00	-	17,502.00
Total Forfeiture Fund Contingency	17,502.00	-	17,502.00

* Can only be used for this fund

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

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 19006000	4,950.00	-	4,950.00
Total District Attorney Hot Check Collections Fund - Contingency	4,950.00	-	4,950.00

* Can only be used for this fund

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

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 12006000	96,828.00	-	96,828.00
Total Bail Bond Board Fund - Contingency	96,828.00	-	96,828.00

* Can only be used for this fund

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

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 13006000	277,345.00	-	277,345.00
Total Vehicle Inventory Interest Fund - Contingency	277,345.00	-	277,345.00

* Can only be used for this fund

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

Fund: 30000 Grant Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Texas Indigent Defense Commission - 272200	22,298.00	-	22,298.00
BV Human Trafficking Task Force Development - 288700	173,744.00	-	173,744.00
Metropolitan Planning - 424100	15,000.00	-	15,000.00
Total Grant Fund Contingency	211,042.00	-	211,042.00

* Can only be used for this fund and specific divisions

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

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 28050000	15,900.00	-	15,900.00
Total Sheriff's Office Crime Fund Contingency	15,900.00	-	15,900.00

* Can only be used for this fund

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

Fund: 34000 District Attorney Crime Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 19200100	135,289.00	(9,000.00)	126,289.00
Total District Attorney Crime Fund Contingency	135,289.00	(9,000.00)	126,289.00

* Can only be used for this fund

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

Fund: 35000 Primary Election Services Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21130000	71,900.00	(30,300.00)	41,600.00
Total Primary Election Services Fund Contingency	71,900.00	(30,300.00)	41,600.00

* Can only be used for this fund

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

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Commissioner's Court Contingency - 11001500	3,038,134.00	-	3,038,134.00
Total 43200 2020 Certificates of Obligation Contingency	3,038,134.00	-	3,038,134.00

* Can only be used for this fund

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

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Commissioner's Court Contingency - 63110001	3,988,000.00	-	3,988,000.00
Total General Permanent Improvement Fund Contingency	3,988,000.00	-	3,988,000.00

* Can only be used for this fund

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

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Group Insurance - Admiration - 64005000	842,228.00	-	842,228.00
Health and Wellness Clinic - 64005100	3,157.00	-	3,157.00
Total Health and Life Insurance Fund Contingency	845,385.00	-	845,385.00

* Can only be used for this fund

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

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Jail Commissary - 28006000	961,453.00	-	961,453.00
Total Jail Commissary Fund Contingency	961,453.00	-	961,453.00

* Can only be used for this fund

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

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 18006000	65,000.00	-	65,000.00
Total County Attorney Operating Fund Contingency	65,000.00	-	65,000.00

* Can only be used for this fund

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

Fund: 23000 District Clerk Records Management - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 20005000	171,668.00	(149,231.20)	22,436.80
Total District Clerk Records Management Fund Contingency	171,668.00	(149,231.20)	22,436.80

* Can only be used for this fund

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

Fund:28000 Voter Registration Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 13005000	54,645.00	(42,745.00)	11,900.00
Total Voter Registration Fund - Contingency	54,645.00	(42,745.00)	11,900.00

* Can only be used for this fund



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/31/2023

ITEM: Acknowledgement of monthly reports submitted in October 2023.

TO: Commissioners Court

DATE: 12/12/2022

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

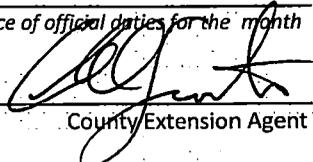
2023-10-27 Monthly Reports submitted for the Month of October.pdf	Monthly Reports submitted for the Month of October	Backup Material
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**Texas A&M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT**

Name:	Chadd Caperton	Title:	CEA AG/NR	
County:	Brazos	Month:	Sep-23	
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
9/1/2023	Office Management	0		
9/4/2023	County Holiday	0		
9/5/2023	Brazos Extension Horse Committee mtg/ 4-H Monthly Q&A mtg/ Master Naturalist Trainee mtg.	0		
9/6/2023	KBTX noon show/ Brazos Valley Fair Board mtg.	28.4		
9/7/2023	Pizza Ranch Comm. Mtg.	0		
9/8/2023	Office Management	0		
9/11/2023	Office Conference	0		
9/12/2023	Southern Classic mtg.	0		
9/13/2023	D9 TCAAA Prof. Development tour/ business mtg.	20.7		
9/14/2023	D9 TCAAA Prof. Development tour/ business mtg.	15.6		
9/15/2023	Brazos Valley Fair Planning chairman planning mtg.	21.4		
9/18/2023	Office Conference	0		
9/19/2023	Commissioners Court/BVF mtg with Avery	20.3		
9/20/2023	Office Management/Prep for Friday program	0		
9/21/2023	Career Fair at MSC/ Master Naturalist mtg.	10.3		
9/22/2023	Brazos County CEU Conference	0		
9/25/2023	Pizza Ranch Comm. Mtg.	0		
9/26/2023	National 4-H Week presentation to Comm Court	10.5		
9/27/2023	Judge Comm. Heifer Exhinitor Interviews for Burleson County	0		
9/28/2023	Annual Report wrap up/ Office Management/ Pick up Power cords for laptops	17.7		
9/29/2023	Annual Leave	0		
GRAND TOTAL OF MILES, MEALS AND LODGING		144.9	0	0

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

10/2/23
Date


County Extension Agent

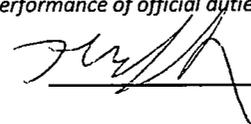
**Texas A&M Agrilife Extension Service
The Texas A&M University System**

MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name: Matthew Pfeifer		Title: CEA- 4-H		
County: Brazos		Month: Sept.		
DATE	MAJOR ACTIVITIES SINCE LAST REPORT	MILES	MEALS	LODGING
9/1/2023	Office mgmt.			
9/4/2023	Labor Day Holiday			
9/5/2023	4-H Monthly meeting @ 1:30; Vet Science informational meeting @ 6:00			
9/6/2023	Office mgmt.			
9/7/2023	Cow-Calf Clinic Teams meeting @ 10:00; Pizza Ranch Teams meeting @ 1:30			
9/8/2023	Office mgmt.			
9/9/2023	District 9 Fall Council Meeting (1 Rattler Drive, Navasota)	50		
9/11/2023	Office conference @ 10:00; Office mgmt..			
9/12/2023	Office mgmt.; Southern Classic committee meeting @ 2:00			
9/13/2023	D-9 meeting @ 10:00; D-9 TCAAA meeting			
9/14/2023	D-9 TCAAA meeting			
9/15/2023	Vacation			
9/17/2023	BCYLS only steer validation (6097 E. State Hwy. 21, Bryan)	14		
9/18/2023	Office conference @ 10:00; 4-H staff meeting @ 11:00			
9/19/2023	Office mgmt.; County Council Officer meeting @ 6:00			
9/20/2023	Validation Update Teams meeting @ 10:00; FAN informational night @ 6:00			
9/21/2023	Office mgmt.			
9/22/2023	Speak to A&M class on validation (1244 7th Street, Bryan)	30		
9/25/2023	Office conference; 4-H staff meeting @ 11:00; Pizza Ranch meeting @ 2:00			
9/26/2023	4-H Proclamation (200 S. Texas Ave, Bryan) ; D-9 council meeting Teams @ 7:00	11		
9/27/2023	Validation Update Teams meeting @ 10:00; Validation meeting @ 2:00			
9/28/2023	Kellie's 6 month review @ 9:00; New 4-H Family Orientation @ 6:00			
9/29/2023	Travel to State Fair- lambs (1499 Bank Street, Dallas)	171	1	1
9/30/2023	State Fair- lambs (1499 Bank Street, Dallas)	18	2	1
GRAND TOTAL OF MILES, MEALS AND LODGING		294	3	2

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

10-17-23



Texas A&M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

Name: ROBERT RICHTER

Title: CEA - Horticulture

County: Brazos

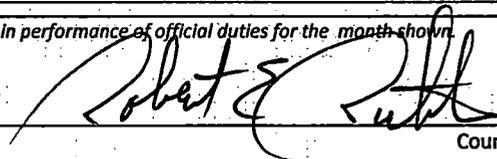
Month: SEPTEMBER 2023

DATE	MAJOR/ACTIVITIES SINCE LAST REPORT	MILES
9.1.2023	Office management	
9.4.2023	County Holiday	
9.5.2023	Office management	
9.6.2023	Master Gardener training class	
9.7.2023	Garden Success radio show (900 Houston St, CS); Pizza Ranch committee meeting	10.6
9.8.2023	Annual leave (half day)	
9.11.2023	Office conference	
9.12.2023	Fall turf grass care video; MG Board meeting	
9.13.2023	District 9 Fall 2023 Ag Training and TCAAA meeting; MG training class	
9.14.2023	Garden Success radio show (900 Houston St, CS)	10.6
9.15.2023	Annual leave	
9.18.2023	Out of office	
9.19.2023	Hort Certificate Program Training (1470 William Fitch Pkwy, CS)	17.7
9.20.2023	MG training class	
9.21.2023	Record Garden Success radio show; Garden Success radio show (900 Houston St, CS) +parking; Horticulture Department Spirited Learning event	10.6
9.22.2023	Presentation at CEU Program	
9.25.2023	Office conference	
9.26.2023	MG Member meeting	
9.27.2023	MG training class	
9.28.2023	Garden Success radio show (900 Houston St, CS); Landownership Working Group Monthly meeting	10.6
9.29.2023	Brazoria County horticulture program (100 Parkview Dr, Clute)	303
GRAND TOTAL OF MILES		363.1

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

10-5-23

Date



County Extension Agent

Name: Flora Williams

Title: County Extension Agent

County: Brazos

Month: September

Date	Monthly Activities/Travel	MILES	MEALS	LODGING
9/1	DWBW class 4 (6 contacts)*			
9/5	ESP state conference steering committee meeting (8 contacts)*			
9/6	Walk Across Texas update training; program prep; reports			
9/7	City of Bryan Master of Memory class (16 contacts)*; Pizza Ranch meeting; monthly reports; office management	17		
9/8	DWBW final class and celebration (6 contacts)*			
9/9	Kolache Bake Show in Caldwell	56.8		
9/11	4-H year prep for contest rules and flyers, website management, and social media management			
9/12	Sick leave; 4-H year prep for contest rules and flyers, website management, and social media management			
9/13	Mentee meeting: 4-H year prep of contest rules and flyers, website management, and social media management			
9/15	TEAMS professional development meetings-- FCH 4- H contests, diabetes new opportunities, Cottage Food Business, BLT; ESP planning meeting: Connection speaker representing ESP; teams mentee meeting			
9/18	Judged Burleson County Fair	57.5		
9/19	4-H Program Prep			
9/23	Served as senior checker at National Passenger Safety car seat event at Target parking lot	5		
9/25	Departed to National ESP Conference in Billings Montana	90.7		
9/29	Return trip; worked on achievement report and trouble shooting new computer and TAMED reporting system	90.7		
GRAND TOTAL OF MILEAGE, MEALS & LODGING		317.7		

Other expenses (list) _____

CURRENT MONTHS CONTACTS

Extension Office Visits by Clientele	Site Visits Farm, Home, Project Ranch, Business, Etc.	Telephone	Mail	Total Individual Contacts	Total Contact Hours in Group Methods	Media News Articles, TV/Radio, Etc	Newsletters Written

DATE/ACTIVITY

10/2 4-H Fashion information night
 10/3 TAMU health fair booth
 10/4 Office management
 10/5 Meet with intern; meet with Extension leadership team
 10/6 Meet with ESP conference speaker and practice technology; Kbtx

 10/9 Leave
 10/10 Judge Austin County Fair
 10/11 D9 Staff meeting
 10/11 D9 FCH training
 10/12 Pizza Ranch
 10/13 LAB
 10/16 FCH/BLT committee meeting and parenting class
 10/17 Regional Resource Advisory Committee meeting; virtual state conference run through
 10/18-10/19 Texas ESP State Conference
 10/20 BLT Nutrition Update

 10/23 Speaker at Wixon Valley 4-H meeting; canning class in Waller County
 10/24 4-H Food Challenge Contest prep
 10/25 4-H Food Challenge; write newsletter
 10/26 TxDOT safety day booth
 10/27 Canning class prep
 10/30 Canning class

PAGE 2 of 2

I hereby certify this is a true and correct report of activities, travel, and other expenses incurred by me in performance of official duties for the month shown.

Date: 10/4/2023

Signed: *Flora Williams*

Submit

BRAZOS COUNTY
MONTHLY REPORT RECAPITULATION
CONSTABLE DONALD LAMPO - PRECINCT 2
FOR THE MONTH OF September **,** 2023

RECEIPTS:

Fees Received \$ 290.00

Execution Judgements:

Constable fees / Expenses 290.00

Constable Commissions _____

Due to Attorneys _____

Other \$ 290.00

Other \$ _____

Beginning Balance

Cash On Hand \$ _____

GRAND TOTAL OF RECEIPTS \$ 290.00

DISBURSEMENTS:

Remitted to Treasurer

Constable Fees 290.00

Executions / Judgements _____

Other \$ 290.00

Ending Balance

Cash on Hand \$ _____

GRAND TOTAL DISBURSEMENTS \$ 290.00

Papers Served:

Type	# of
_____	_____
_____	_____
_____	_____
_____	_____

Prepared By:

Stephanie Wendt *SW*

Approved BY:

Donald Lampo

 Constable Donald Lampo - Precinct 2

BRAZOS COUNTY CLERK
MONTHLY REPORT RECAPITULATION
FOR THE MONTH OF
September 2023

ODYSSEY			Total Daily Deposit					KOFILE																
Date	Chase Closed Batch Report	Odyssey (Efile)	Cash	POS	Checks/MO	Deposit	Hot Ck Fee											Escrow			A/R		Trust Deposit	Total Kofile
								Cash	Checks/ MO	Direct Deposit & IRS	POS	CSC	EPN	SMP/ Erx	Escrow Draws	Permitium Draws	Pay	Charged	A/R pymt					
9/1/2023	97.00	97.00	12.00			698.00		179.00	507.00										73.00		3,000.00	12,471.00		
9/2/2023																								
9/3/2023																								
9/4/2023																								
9/5/2023	4.00	4.00				1,575.00		304.00	1,271.00			685.00	666.00	1,492.00	2,624.00	25.20	302.00		536.00	50.00	500.00	8,355.20		
9/6/2023	551.00	551.00				977.00		438.00	539.00	93.00		652.00	666.00	1,420.00	1,512.00	19.00	167.00	300.00	450.00		5,747.00	11,403.00		
9/7/2023	515.00	515.00		350.00		891.00		343.00	548.00			1,100.00	836.00	476.00	1,394.00	220.00	49.00		1,496.00			6,462.00		
9/8/2023	1,310.00	1,310.00				1,338.00		350.00	988.00			885.00	590.00	664.00	1,624.00	20.00	79.00		520.00		925.00	6,645.00		
9/9/2023																								
9/10/2023																								
9/11/2023	281.00	281.00				831.00		302.00	529.00			743.00	570.00	618.00	1,978.00		255.00			73.00	500.00	5,422.00		
9/12/2023	526.00	526.00				524.00		284.00	240.00			712.00	580.00	732.00	1,744.00	12.00	104.00		96.00			4,504.00		
9/13/2023	592.00	592.00				640.00		360.00	280.00			399.00	916.00	448.00	1,536.00	77.00	100.00				500.00	4,616.00		
9/14/2023	741.00	741.00				349.00		41.00	308.00			653.00	660.00	540.00	2,350.00	21.00	234.00		515.00			5,322.00		
9/15/2023	912.00	912.00			120.00	1,089.69		313.00	656.69			814.50	508.00	374.00	2,550.00	22.00	88.00		73.00			5,399.19		
9/16/2023																								
9/17/2023																								
9/18/2023	1,360.00	1,360.00		24.00		632.00		368.00	264.00	62.00		1,031.00	438.00	1,518.00	3,004.00	17.00	282.00					6,984.00		
9/19/2023	938.00	936.00		12.00		863.00		396.00	467.00	155.00		743.00	234.00	476.00	1,298.00	58.60	51.00	200.00	52.00			3,730.60		
9/20/2023	510.00	512.00				1,583.94		329.00	1,254.94			612.00	1,078.00	896.00	1,778.00	20.00	203.00	100.00	26.00	658.00	500.00	5,938.94		
9/21/2023	603.00	603.00			12.00	959.00		356.00	591.00			423.00	226.00	630.00	1,796.00	42.00	23.00		208.00		500.00	4,795.00		
9/22/2023	761.00	761.00				1,317.00		627.00	690.00			1,003.00	1,036.00	1,962.00	1,978.00	98.00	167.00		73.00			7,634.00		
9/23/2023																								
9/24/2023																								
9/25/2023	297.00	297.00			12.00	1,356.00		361.00	983.00	31.00		846.00	790.00	1,818.00	1,258.00	16.00	30.00		73.00	515.00		5,691.00		
9/26/2023	860.00	860.00				300.00		247.00	53.00	93.00		423.50	620.00	664.00	1,812.00	19.00	119.00		1,542.00			5,592.50		
9/27/2023	279.00	279.00				1,549.50		461.50	1,088.00			594.00	824.00	828.00	1,264.00	47.00	104.00			393.00		4,817.50		
9/28/2023	1,025.00	1,025.00				728.00		401.00	327.00			1,100.00	624.00	1,216.00	1,790.00	57.00	44.00		196.00			5,363.00		
9/29/2023	118.00	118.00				824.80		288.00	536.80			973.00	1,378.00	642.00	2,198.00	31.00	146.00				60,315.20	66,508.00		
9/30/2023																								
TOTAL	12,280.00	12,280.00	12.00	386.00	144.00	19,025.93	-	6,748.50	12,121.43	434.00	15,562.00	14,362.00	19,554.00	39,768.00	821.80	2,547.00	600.00	5,733.00	1,885.00	72,487.20	187,653.93			

TOTAL REPORT ODYSSEY	12,822.00	12,822.00	Total Fees (Revenue)	-
TOTAL REPORT KOFILE	187,653.93	187,653.93		-
GRAND TOTAL	200,475.93			

Diff. _____
Diff. _____
Karen McQueen
KAREN MCQUEEN, COUNTY CLERK

Flo Workman
FLO WORKMAN, CHIEF DEPUTY

10-9-2023
DATE

Receipt Journal by Fund and Fee Code

TXBRAZOSPROD

Deposit Date Range: 09/01/2023 - 09/29/2023 Sorted by: By Case Number

Tills: Amber Moehlman's Till, Ashlie Peters-Bowman's Till, CC Adjustment Till, Cynthia I

County Clerk County Court CCL #1 CCL #2

Appellate Civil Criminal Family Probate or Mental Health

Receipt Number	Party / Case #	Date	Totals	Fee Totals	0100300110	0141014000			
					LCAJSCC	AAE	ARP	BOND	CLAIM
eFiled Payment 2023-014828	McIver, Marianne E. 19212-PC	AuditID: 4512926 09/28/2023	253.00	253.00	5.00				
Fee Code Totals			13,623.00	13,623.00	220.00	75.00	160.00	20.00	10.00

Appellate Civil Criminal Family Probate or Mental Health

Receipt Number	Case No. / Payor	Date	Totals	Fee Totals	0100300110	0141014000			
					LCAJSCC	AAE	ARP	BOND	CLAIM
2023-014493	DeHerrera, Leslie 19155-PC	AuditID: 4509964 09/22/2023	(799.00)	(799.00)	(5.00)				
2023-014515	DeHerrera, Leslie 19155-PC	AuditID: 4509962 09/22/2023	(2.00)	(2.00)					
Fee Code Totals			(801.00)	(801.00)	(5.00)	0.00	0.00	0.00	0.00

Receipts	Totals	Fee Totals	0100300110	0141014000			
			LCAJSCC	AAE	ARP	BOND	CLAIM
Total Receipts	13,623.00	13,623.00	220.00	75.00	160.00	20.00	10.00
Total Adjustments Impacting Receipts	(801.00)	(801.00)	(5.00)	0.00	0.00	0.00	0.00
Final Fee Code Totals	12,822.00	12,822.00	215.00	75.00	160.00	20.00	10.00



Cash Drawer Summary Report

Report Range from Sep 01 2023 To Sep 29 2023

BRAZOSCC\acm11180; BRAZOSCC\adp4722; BRAZOSCC\cb4545; BRAZOSCC\db11470; BRAZOSCC\fw1603; others

Initialization Time	Starting Balance	User Name
9/11/2023 8:16:54 AM	\$100.00	St. George Patrick
9/12/2023 8:57:31 AM	\$100.00	St. George Patrick
9/13/2023 8:38:38 AM	\$100.00	St. George Patrick
9/14/2023 8:23:30 AM	\$100.00	St. George Patrick
9/15/2023 8:46:20 AM	\$100.00	St. George Patrick
9/18/2023 7:23:02 AM	\$100.00	St. George Patrick
9/19/2023 9:31:51 AM	\$100.00	St. George Patrick
9/20/2023 8:15:58 AM	\$100.00	St. George Patrick
9/21/2023 8:53:04 AM	\$100.00	St. George Patrick
9/22/2023 8:11:26 AM	\$100.00	St. George Patrick
9/25/2023 10:00:41 AM	\$100.00	St. George Patrick
9/27/2023 8:06:47 AM	\$100.00	St. George Patrick
9/28/2023 8:23:15 AM	\$100.00	St. George Patrick
9/29/2023 9:00:22 AM	\$100.00	St. George Patrick
9/1/2023 9:34:42 AM	\$100.00	Shaw Josephina
9/5/2023 8:18:33 AM	\$100.00	Shaw Josephina
9/6/2023 8:20:35 AM	\$100.00	Shaw Josephina
9/7/2023 10:19:08 AM	\$100.00	Shaw Josephina
9/11/2023 8:30:37 AM	\$100.00	Shaw Josephina
9/12/2023 8:08:23 AM	\$100.00	Shaw Josephina
9/13/2023 8:07:12 AM	\$100.00	Shaw Josephina
9/14/2023 8:12:23 AM	\$100.00	Shaw Josephina
9/15/2023 8:10:46 AM	\$100.00	Shaw Josephina
9/18/2023 8:18:55 AM	\$100.00	Shaw Josephina
9/19/2023 8:14:52 AM	\$100.00	Shaw Josephina
9/20/2023 8:07:54 AM	\$100.00	Shaw Josephina
9/21/2023 8:30:01 AM	\$100.00	Shaw Josephina
9/22/2023 8:17:11 AM	\$100.00	Shaw Josephina
9/25/2023 9:21:19 AM	\$100.00	Shaw Josephina
9/26/2023 8:26:40 AM	\$100.00	Shaw Josephina
9/27/2023 8:20:03 AM	\$100.00	Shaw Josephina
9/28/2023 8:15:04 AM	\$100.00	Shaw Josephina
9/29/2023 9:39:21 AM	\$100.00	Shaw Josephina

Payment Summary

Payment Method	Expected Amount
Bruchez Goss	\$1.00
BTU	\$1,592.00
CITY OF BRYAN	\$3,163.00
CITY OF COLLEGE STATION	\$978.00
CRRG INC	\$19.00
CSC Global	\$14,362.00
Direct deposit payment	\$108,555.25
Ellison Firm	\$42.00
eRecording Partners	\$19,554.00
Hoelscher Lipsey and Elmore	\$14.00
Joshua Benn	\$5.00
Lawyers Title	\$202.00
Michael Middleton	\$100.20

0 * *

298,260.18+

110,700.25+

187,653.93*



Cash Drawer Summary Report

Report Range from Sep 01 2023 To Sep 29 2023

BRAZOSCC\acm11180; BRAZOSCC\adp4722; BRAZOSCC\cb4545; BRAZOSCC\db11470; BRAZOSCC\fw1603; others

Payment Method	Expected Amount
Money Order	\$23.00
Payment by cash.	\$10,242.50
Payment by Check	\$82,861.63
Payment through credit card	\$15,562.00
Payment void refund	(\$1,791.00)
Permittium LLC	\$2,568.00
ROCA LAND and ROW LLC	\$61.00
Rodgers Miller and Rodriguez	\$6.00
Simplifile	\$39,768.00
South Land Title FKA BCAC	\$98.00
THE PAYNE LAW GROUP	\$2.00
University Title Company	\$266.00
UPCHURCH YATES LLP	\$2.00
Wes Hall	\$3.60
Total Payments	\$298,260.18

Fee Distribution Summary

GL Code	Account Description	Amount
ACCT PYMT	Account payments	\$110,606.25
01-002001	Archive	\$22,340.00
01-410140	Birth Copy Fee	\$2,521.76
01-300240	Birth State Fee	\$273.60
01-410140	Brand	\$15.00
01-410140	Certified Copy	\$365.00
01-410140	Certified Mail	\$245.00
01-410140	Copies	\$3,746.60
01-410140	County Clerk	\$79,648.33
22-410180	Courthouse Security	\$2,258.00
01-30024100	DSHS Birth State Fee	\$197.64
01-300555	Family Trust	\$1,230.00
01-410760	Garbage Stickers	\$168.00
01-300556	Home Visiting Program	\$55.00
01-410140	Recording Fee	\$49,025.00
20-410140	Records Preservation	\$22,580.00
01-300550	State Marriage	\$2,485.00
01-410145	Vital Records Preservation	\$500.00
	Total Fees	\$298,260.18

Journal Summary

	GL Code	Account	Debits	Credits	
ASSETS	Void Refund	Payment void refund	(\$1,791.00)	\$0.00	
	Direct Deposit	Direct deposit payment	\$108,555.25	\$0.00	
	Money Order	Money Order	\$23.00	\$0.00	
	Cash	Payment by cash.	\$10,242.50	\$0.00	
	Company Account	Payment through company account.	\$82,806.80	\$0.00	
	Check	Payment by Check	\$82,861.63	\$0.00	
	Credit Card	Payment through credit card	\$15,562.00	\$0.00	
	LIABILITY	Clerk Company Account	Joshua Benn	\$0.00	(\$100.00)
		Clerk Company Account	University Title Company	\$0.00	(\$300.00)



Cash Drawer Summary Report

Report Range from Sep 01 2023 To Sep 29 2023

BRAZOSCC\acm11180; BRAZOSCC\adp4722; BRAZOSCC\cb4545; BRAZOSCC\db11470; BRAZOSCC\fw1603; others

	GL Code	Account	Debits	Credits
LIABILITY	Clerk Company Account	CITY OF COLLEGE STATION	\$0.00	(\$638.00)
	Clerk Company Account	CSC Global	\$0.00	(\$21,634.00)
	Clerk Company Account	eRecording Partners	\$0.00	(\$31,766.25)
	Clerk Company Account	Simplifile	\$0.00	(\$51,918.00)
	Clerk Company Account	CITY OF BRYAN	\$0.00	(\$1,051.00)
	Clerk Company Account	BTU	\$0.00	(\$196.00)
	Clerk Company Account	Michael Middleton	\$0.00	(\$200.00)
	Clerk Company Account	Permitium LLC	\$0.00	(\$2,803.00)
REVENUE	01-300555	Family Trust	\$0.00	(\$1,230.00)
	01-300240	Birth State Fee	\$0.00	(\$273.60)
	01-30009500	Permitium	\$0.00	(\$2,803.00)
	01-410140	Certified Copy	\$0.00	(\$365.00)
	01-410760	Garbage Stickers	\$0.00	(\$168.00)
	20-410140	Records Preservation	\$0.00	(\$22,580.00)
	01-300550	State Marriage	\$0.00	(\$2,485.00)
	01-410140	Recording Fee	\$0.00	(\$49,025.00)
	01-002001	Archive	\$0.00	(\$22,340.00)
	01-300556	Home Visiting Program	\$0.00	(\$55.00)
	01-410140	County Clerk	\$0.00	(\$79,648.33)
	01-410145	Vital Records Preservation	\$0.00	(\$500.00)
	01-410140	Brand	\$0.00	(\$15.00)
	01-410140	Copies	\$0.00	(\$3,746.60)
	22-410180	Courthouse Security	\$0.00	(\$2,258.00)
	01-30024100	DSHS Birth State Fee	\$0.00	(\$197.64)
	01-410140	Birth Copy Fee	\$0.00	(\$2,521.76)
	01-410140	Certified Mail	\$0.00	(\$245.00)
		Total	\$298,260.18	(\$301,063.18)



Cash Drawer Summary Report

Report Range from Sep 01 2023 To Sep 29 2023

BRAZOSCC\acm11180; BRAZOSCC\adp4722; BRAZOSCC\cb4545; BRAZOSCC\db11470; BRAZOSCC\fw1603; others

Drawer Session Summary

Initialization Time	Starting Balance	User Name
9/6/2023 10:59:02 AM	\$0.00	McQueen Karen
9/11/2023 8:38:08 AM	\$0.00	McQueen Karen
9/14/2023 9:08:52 AM	\$0.00	McQueen Karen
9/19/2023 1:22:41 PM	\$0.00	McQueen Karen
9/20/2023 9:45:45 AM	\$0.00	McQueen Karen
9/21/2023 4:11:47 PM	\$0.00	McQueen Karen
9/25/2023 3:18:40 PM	\$0.00	McQueen Karen
9/27/2023 11:21:36 AM	\$0.00	McQueen Karen
9/29/2023 9:06:24 AM	\$0.00	McQueen Karen
9/5/2023 12:29:51 PM	\$50.00	Workman Flo
9/11/2023 1:56:55 PM	\$50.00	Workman Flo
9/18/2023 9:28:15 AM	\$50.00	Workman Flo
9/19/2023 4:16:42 PM	\$50.00	Workman Flo
9/25/2023 12:05:56 PM	\$50.00	Workman Flo
9/1/2023 8:14:10 AM	\$50.00	Barcelona Cathy
9/5/2023 11:10:42 AM	\$50.00	Barcelona Cathy
9/6/2023 11:24:39 AM	\$50.00	Barcelona Cathy
9/6/2023 4:07:39 PM	\$50.00	Barcelona Cathy
9/7/2023 1:47:46 PM	\$50.00	Barcelona Cathy
9/8/2023 10:54:26 AM	\$50.00	Barcelona Cathy
9/12/2023 11:41:40 AM	\$50.00	Barcelona Cathy
9/13/2023 2:04:06 PM	\$50.00	Barcelona Cathy
9/15/2023 1:08:56 PM	\$50.00	Barcelona Cathy
9/15/2023 3:58:37 PM	\$50.00	Barcelona Cathy
9/19/2023 2:32:10 PM	\$50.00	Barcelona Cathy
9/20/2023 2:57:19 PM	\$50.00	Barcelona Cathy
9/21/2023 12:01:38 PM	\$50.00	Barcelona Cathy
9/22/2023 1:28:56 PM	\$50.00	Barcelona Cathy
9/25/2023 1:06:09 PM	\$50.00	Barcelona Cathy
9/26/2023 10:47:29 AM	\$50.00	Barcelona Cathy
9/27/2023 1:02:15 PM	\$50.00	Barcelona Cathy
9/28/2023 1:55:32 PM	\$50.00	Barcelona Cathy
9/1/2023 12:11:49 PM	\$50.00	Green Kim
9/5/2023 8:06:26 AM	\$50.00	Green Kim
9/6/2023 12:17:04 PM	\$50.00	Green Kim
9/7/2023 9:05:37 AM	\$50.00	Green Kim
9/8/2023 12:59:16 PM	\$50.00	Green Kim
9/11/2023 12:25:49 PM	\$50.00	Green Kim
9/12/2023 12:27:30 PM	\$50.00	Green Kim
9/13/2023 12:28:52 PM	\$50.00	Green Kim
9/14/2023 11:03:30 AM	\$50.00	Green Kim
9/15/2023 9:09:03 AM	\$50.00	Green Kim
9/18/2023 8:03:05 AM	\$50.00	Green Kim
9/19/2023 8:32:41 AM	\$50.00	Green Kim
9/20/2023 10:22:20 AM	\$50.00	Green Kim
9/21/2023 3:57:44 PM	\$50.00	Green Kim



Cash Drawer Summary Report

Report Range from Sep 01 2023 To Sep 29 2023

BRAZOSCC\acm11180; BRAZOSCC\adp4722; BRAZOSCC\cb4545; BRAZOSCC\db11470; BRAZOSCC\fw1603; others

Initialization Time	Starting Balance	User Name
9/22/2023 3:39:38 PM	\$50.00	Green Kim
9/25/2023 3:45:20 PM	\$50.00	Green Kim
9/26/2023 12:33:52 PM	\$50.00	Green Kim
9/27/2023 12:31:54 PM	\$50.00	Green Kim
9/28/2023 9:09:31 AM	\$50.00	Green Kim
9/29/2023 7:42:15 AM	\$50.00	Green Kim
9/5/2023 1:05:12 PM	\$50.00	Baker Debbie
9/6/2023 1:47:13 PM	\$50.00	Baker Debbie
9/7/2023 8:57:31 AM	\$50.00	Baker Debbie
9/8/2023 1:32:04 PM	\$50.00	Baker Debbie
9/12/2023 1:36:46 PM	\$50.00	Baker Debbie
9/14/2023 1:38:35 PM	\$50.00	Baker Debbie
9/15/2023 1:35:08 PM	\$50.00	Baker Debbie
9/18/2023 1:23:41 PM	\$50.00	Baker Debbie
9/20/2023 1:01:48 PM	\$50.00	Baker Debbie
9/22/2023 1:47:44 PM	\$50.00	Baker Debbie
9/25/2023 1:26:54 PM	\$50.00	Baker Debbie
9/28/2023 1:19:05 PM	\$50.00	Baker Debbie
9/29/2023 1:36:39 PM	\$50.00	Baker Debbie
9/1/2023 12:18:12 PM	\$50.00	Oliver Michele
9/5/2023 8:30:02 AM	\$50.00	Oliver Michele
9/6/2023 8:20:13 AM	\$50.00	Oliver Michele
9/8/2023 12:15:44 PM	\$50.00	Oliver Michele
9/11/2023 12:13:21 PM	\$50.00	Oliver Michele
9/12/2023 12:04:47 PM	\$50.00	Oliver Michele
9/13/2023 12:05:48 PM	\$50.00	Oliver Michele
9/14/2023 12:27:55 PM	\$50.00	Oliver Michele
9/15/2023 12:40:10 PM	\$50.00	Oliver Michele
9/18/2023 12:40:18 PM	\$50.00	Oliver Michele
9/20/2023 12:38:42 PM	\$50.00	Oliver Michele
9/22/2023 12:02:51 PM	\$50.00	Oliver Michele
9/25/2023 12:07:57 PM	\$50.00	Oliver Michele
9/26/2023 12:09:30 PM	\$50.00	Oliver Michele
9/28/2023 12:08:44 PM	\$50.00	Oliver Michele
9/29/2023 12:14:21 PM	\$50.00	Oliver Michele
9/1/2023 8:22:34 AM	\$100.00	Cruz Mary
9/5/2023 8:05:44 AM	\$100.00	Cruz Mary
9/6/2023 9:23:56 AM	\$100.00	Cruz Mary
9/7/2023 8:43:27 AM	\$100.00	Cruz Mary
9/8/2023 8:52:27 AM	\$100.00	Cruz Mary
9/11/2023 10:21:48 AM	\$100.00	Cruz Mary
9/12/2023 9:42:39 AM	\$100.00	Cruz Mary
9/13/2023 7:47:39 AM	\$100.00	Cruz Mary
9/14/2023 8:27:23 AM	\$100.00	Cruz Mary
9/15/2023 8:01:56 AM	\$100.00	Cruz Mary
9/18/2023 8:41:05 AM	\$100.00	Cruz Mary
9/19/2023 8:03:53 AM	\$100.00	Cruz Mary
9/20/2023 8:18:12 AM	\$100.00	Cruz Mary



Cash Drawer Summary Report

Report Range from Sep 01 2023 To Sep 29 2023

BRAZOSCC\acm11180; BRAZOSCC\adp4722; BRAZOSCC\cb4545; BRAZOSCC\db11470; BRAZOSCC\fw1603; others

Initialization Time	Starting Balance	User Name
9/21/2023 8:26:00 AM	\$100.00	Cruz Mary
9/22/2023 8:20:47 AM	\$100.00	Cruz Mary
9/25/2023 9:32:16 AM	\$100.00	Cruz Mary
9/26/2023 8:23:25 AM	\$100.00	Cruz Mary
9/26/2023 12:50:24 PM	\$100.00	Cruz Mary
9/27/2023 8:16:58 AM	\$100.00	Cruz Mary
9/28/2023 9:14:25 AM	\$100.00	Cruz Mary
9/29/2023 7:42:16 AM	\$100.00	Cruz Mary
9/5/2023 7:55:15 AM	\$50.00	Peters-Bowman Ashlie
9/29/2023 1:04:37 PM	\$50.00	Peters-Bowman Ashlie
9/1/2023 1:56:45 PM	\$50.00	Dittmar Travis
9/5/2023 1:00:38 PM	\$50.00	Dittmar Travis
9/6/2023 10:34:26 AM	\$50.00	Dittmar Travis
9/7/2023 1:02:01 PM	\$50.00	Dittmar Travis
9/8/2023 1:12:12 PM	\$50.00	Dittmar Travis
9/11/2023 1:22:42 PM	\$50.00	Dittmar Travis
9/12/2023 8:22:54 AM	\$50.00	Dittmar Travis
9/14/2023 11:11:54 AM	\$50.00	Dittmar Travis
9/15/2023 11:05:37 AM	\$50.00	Dittmar Travis
9/18/2023 10:12:44 AM	\$50.00	Dittmar Travis
9/19/2023 1:01:41 PM	\$50.00	Dittmar Travis
9/20/2023 10:24:12 AM	\$50.00	Dittmar Travis
9/21/2023 1:16:24 PM	\$50.00	Dittmar Travis
9/25/2023 1:43:25 PM	\$50.00	Dittmar Travis
9/26/2023 1:03:28 PM	\$50.00	Dittmar Travis
9/27/2023 11:58:30 AM	\$50.00	Dittmar Travis
9/29/2023 9:33:08 AM	\$50.00	Dittmar Travis
9/1/2023 2:52:12 PM	\$50.00	Moehlman Amber
9/5/2023 11:57:29 AM	\$50.00	Moehlman Amber
9/6/2023 8:57:36 AM	\$50.00	Moehlman Amber
9/12/2023 12:11:21 PM	\$50.00	Moehlman Amber
9/14/2023 10:25:06 AM	\$50.00	Moehlman Amber
9/18/2023 12:05:20 PM	\$50.00	Moehlman Amber
9/21/2023 12:07:31 PM	\$50.00	Moehlman Amber
9/22/2023 11:57:16 AM	\$50.00	Moehlman Amber
9/25/2023 12:02:18 PM	\$50.00	Moehlman Amber
9/1/2023 8:10:49 AM	\$50.00	Cao Thao
9/5/2023 8:07:33 AM	\$50.00	Cao Thao
9/5/2023 4:23:03 PM	\$50.00	Cao Thao
9/6/2023 8:29:40 AM	\$50.00	Cao Thao
9/7/2023 8:14:03 AM	\$50.00	Cao Thao
9/8/2023 8:00:57 AM	\$50.00	Cao Thao
9/11/2023 7:58:16 AM	\$50.00	Cao Thao
9/11/2023 4:21:52 PM	\$50.00	Cao Thao
9/12/2023 8:41:44 AM	\$50.00	Cao Thao
9/13/2023 8:08:59 AM	\$50.00	Cao Thao
9/14/2023 8:06:01 AM	\$50.00	Cao Thao
9/15/2023 8:05:35 AM	\$50.00	Cao Thao

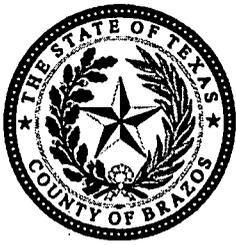


Cash Drawer Summary Report

Report Range from Sep 01 2023 To Sep 29 2023

BRAZOSCC\acm11180; BRAZOSCC\adp4722; BRAZOSCC\cb4545; BRAZOSCC\db11470; BRAZOSCC\fw1603; others

Initialization Time	Starting Balance	User Name
9/18/2023 8:15:15 AM	\$50.00	Cao Thao
9/19/2023 8:01:35 AM	\$50.00	Cao Thao
9/20/2023 8:04:21 AM	\$50.00	Cao Thao
9/21/2023 8:04:06 AM	\$50.00	Cao Thao
9/22/2023 8:07:17 AM	\$50.00	Cao Thao
9/25/2023 8:03:52 AM	\$50.00	Cao Thao
9/26/2023 8:06:17 AM	\$50.00	Cao Thao
9/27/2023 8:02:38 AM	\$50.00	Cao Thao
9/28/2023 8:33:46 AM	\$50.00	Cao Thao
9/29/2023 9:06:21 AM	\$50.00	Cao Thao
9/1/2023 1:49:58 PM	\$50.00	Glidewell Lana
9/11/2023 1:42:54 PM	\$50.00	Glidewell Lana
9/13/2023 1:42:57 PM	\$50.00	Glidewell Lana
9/14/2023 1:32:12 PM	\$50.00	Glidewell Lana
9/15/2023 1:43:16 PM	\$50.00	Glidewell Lana
9/18/2023 1:01:02 PM	\$50.00	Glidewell Lana
9/19/2023 1:49:32 PM	\$50.00	Glidewell Lana
9/20/2023 1:02:07 PM	\$50.00	Glidewell Lana
9/21/2023 1:01:19 PM	\$50.00	Glidewell Lana
9/22/2023 1:28:58 PM	\$50.00	Glidewell Lana
9/26/2023 11:15:40 AM	\$50.00	Glidewell Lana
9/27/2023 1:17:54 PM	\$50.00	Glidewell Lana
9/28/2023 12:58:32 PM	\$50.00	Glidewell Lana
9/29/2023 1:11:56 PM	\$50.00	Glidewell Lana
9/1/2023 8:50:53 AM	\$100.00	Elliott Victoria
9/5/2023 8:12:42 AM	\$100.00	Elliott Victoria
9/6/2023 8:12:36 AM	\$100.00	Elliott Victoria
9/7/2023 10:41:24 AM	\$100.00	Elliott Victoria
9/8/2023 8:08:51 AM	\$100.00	Elliott Victoria
9/11/2023 8:33:11 AM	\$100.00	Elliott Victoria
9/12/2023 3:46:58 PM	\$100.00	Elliott Victoria
9/13/2023 8:01:11 AM	\$100.00	Elliott Victoria
9/14/2023 8:08:04 AM	\$100.00	Elliott Victoria
9/15/2023 8:04:37 AM	\$100.00	Elliott Victoria
9/18/2023 8:12:01 AM	\$100.00	Elliott Victoria
9/19/2023 8:07:26 AM	\$100.00	Elliott Victoria
9/20/2023 8:37:42 AM	\$100.00	Elliott Victoria
9/21/2023 7:57:35 AM	\$100.00	Elliott Victoria
9/22/2023 10:16:07 AM	\$100.00	Elliott Victoria
9/25/2023 9:10:20 AM	\$100.00	Elliott Victoria
9/26/2023 8:00:04 AM	\$100.00	Elliott Victoria
9/27/2023 8:12:48 AM	\$100.00	Elliott Victoria
9/28/2023 8:17:43 AM	\$100.00	Elliott Victoria
9/29/2023 8:20:25 AM	\$100.00	Elliott Victoria
9/1/2023 10:54:11 AM	\$100.00	St. George Patrick
9/6/2023 7:11:52 AM	\$100.00	St. George Patrick
9/7/2023 7:23:05 AM	\$100.00	St. George Patrick
9/8/2023 8:14:11 AM	\$100.00	St. George Patrick



**Karen McQueen
Brazos County Clerk**

Karen McQueen
300 E. 26th Street, Suite 1430
Bryan, Texas 77803
Main: (979) 361-4128
Fax: (979) 361-4125

Receipt: 20230901000008
Date: 09/01/2023
Time: 08:30AM
By: Cathy Barcelona
Station: CCLERK05
Status: ORIGINAL COPY

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Account Payment	-		\$21,634.00

Collected Amounts

Item No.	Payment	Transaction Id	Comment	Amount
1	Direct Deposit			\$21,634.00

Total Received: \$21,634.00
Order Total: \$21,634.00
Change Due: \$0.00

CSC Global
OPTION 3 ON PHONE

Thank you.

For more information about the County Clerk's office and to search property records online, please visit www.brazoscountytexas.gov



**Karen McQueen
Brazos County Clerk**

Karen McQueen
300 E. 26th Street, Suite 1430
Bryan, Texas 77803
Main: (979) 361-4128
Fax: (979) 361-4125

Receipt: 20230901000009
Date: 09/01/2023
Time: 08:32AM
By: Cathy Barcelona
Station: CCLERK05
Status: ORIGINAL COPY

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Account Payment	-		\$31,766.25

Collected Amounts

Item No.	Payment	Transaction Id	Comment	Amount
1	Direct Deposit			\$31,766.25

Total Received: \$31,766.25
Order Total: \$31,766.25
Change Due: \$0.00

eRecording Partners

Thank you.
For more information about the County Clerk's office and to search property records online, please visit www.brazoscountytexas.gov



**Karen McQueen
Brazos County Clerk**

Karen McQueen
300 E. 26th Street, Suite 1430
Bryan, Texas 77803
Main: (979) 361-4128
Fax: (979) 361-4125

Receipt: 20230901000011
Date: 09/01/2023
Time: 08:34AM
By: Cathy Barcelona
Station: CCLERK05
Status: ORIGINAL COPY

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Account Payment	-		\$51,918.00

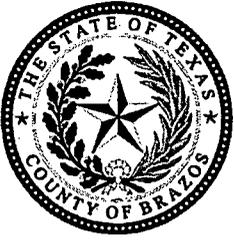
Collected Amounts

Item No.	Payment	Transaction Id.	Comment	Amount
1	Direct Deposit			\$51,918.00

Total Received: \$51,918.00
Order Total: \$51,918.00
Change Due: \$0.00

Simplifile
5072 NORTH 300 WEST
PROVO, UT 84604

Thank you.
For more information about the County Clerk's office and to search property records online, please visit www.brazoscountytexas.gov



**Karen McQueen
Brazos County Clerk**

Karen McQueen
300 E. 26th Street, Suite 1430
Bryan, Texas 77803
Main: (979) 361-4128
Fax: (979) 361-4125

Receipt: 20230906000012
Date: 09/06/2023
Time: 08:43AM
By: Thao Cao
Station: CCLERK01
Status: DUPLICATE COPY

Recording Fees

Item No.	Item	Document No.	Serial No.	Amount
1	Account Payment - Permitium	-		\$2,803.00

Collected Amounts

Item No.	Payment	Transaction Id	Comment	Amount
1	Direct Deposit	2023099807855	August 2023- ACH Payment	\$2,803.00

Total Received: \$2,803.00
Order Total: \$2,803.00
Change Due: \$0.00

Permitium LLC
10617 Southern Loop Blvd.
Pineville, NC 28134

Thank you.

For more information about the County Clerk's office and to search property records online, please visit www.brazoscountytexas.gov



Report Range from Sep 01 2023 To Sep 29 2023

Account Code	Account Name	Starting Balance	Payments	Withdrawals	Ending Balance	# of Filings
AD Main	Angelle and Donohue	\$1,209.00	\$0.00	\$0.00	\$1,209.00	0
ASDS	ALL STATE DOCUMENT SERVICES	\$160.00	\$0.00	\$0.00	\$160.00	0
ATC	AGGIELAND TITLE COMPANY	\$46.00	\$0.00	\$0.00	\$46.00	0
BB Main	Banks and Banks	\$19.80	\$0.00	\$0.00	\$19.80	0
BG Main	Bruchez Goss	\$209.00	\$0.00	\$1.00	\$208.00	0
bh	BOBBIE HOUSTON	\$15.20	\$0.00	\$0.00	\$15.20	0
BRYANCITY	CITY OF BRYAN	(\$1,301.00)	\$1,051.00	\$3,163.00	(\$3,413.00)	21
BTU	BTU	(\$196.00)	\$196.00	\$1,592.00	(\$1,592.00)	46
CLI Main	Centurion Land Inc	\$680.00	\$0.00	\$0.00	\$680.00	0
CM	CADDO MINERALS	\$0.00	\$0.00	\$0.00	\$0.00	0
CRRG INC	CRRG INC	\$122.80	\$0.00	\$19.00	\$103.80	0
CS	CARLOMAGNO SURVEYING INC	\$15.00	\$0.00	\$0.00	\$15.00	0
CSC	CSC Global	(\$21,634.00)	\$21,634.00	\$14,362.00	(\$14,362.00)	319
CSCITY	CITY OF COLLEGE STATION	(\$123.00)	\$638.00	\$978.00	(\$463.00)	23
CTR	CENTRAL TEJAS RESEARCH TITLE SERVICES	\$131.00	\$0.00	\$0.00	\$131.00	0
DEG Main	Dyson Energy Group	\$199.00	\$0.00	\$0.00	\$199.00	0
DLF	DAVIS LAW FIRM	\$99.00	\$0.00	\$0.00	\$99.00	0
DS Main	David Stasny	\$157.90	\$0.00	\$0.00	\$157.90	0
EAST TX TTL	EAST TEXAS TITLE	\$1,020.00	\$0.00	\$0.00	\$1,020.00	0
EF Main	Ellison Firm	\$84.00	\$0.00	\$42.00	\$42.00	0
Enverus	Enverus	\$1,200.00	\$0.00	\$0.00	\$1,200.00	0
EPN	eRecording Partners	(\$31,766.25)	\$31,766.25	\$19,554.00	(\$19,554.00)	383
eRx	eRx	\$0.00	\$0.00	\$0.00	\$0.00	0
HLE Main	Hoelscher Lipsey and Elmore	\$176.70	\$0.00	\$14.00	\$162.70	0
JB Main	Joshua Benn	\$0.00	\$100.00	\$5.00	\$95.00	0
KE Main	Kling Engineering	\$7.00	\$0.00	\$0.00	\$7.00	0
KS Main	Kerr Surveying	\$75.00	\$0.00	\$0.00	\$75.00	0
LL Main	LAnderson	\$6.00	\$0.00	\$0.00	\$6.00	0
LT Main	Lawyers Title	\$298.80	\$0.00	\$202.00	\$96.80	0
McCreary Main	McCreary Veselka Bragg and Allen	\$197.00	\$0.00	\$0.00	\$197.00	0
MM Main	Michael Middleton	\$76.00	\$200.00	\$100.20	\$175.80	0
MTH Main	Moorman Tate Haley	\$25.00	\$0.00	\$0.00	\$25.00	0
Permitium	Permitium LLC	\$2,220.00	\$2,803.00	\$2,547.00	\$2,476.00	45
PETRO Main	Petroso LLC	\$6.00	\$0.00	\$0.00	\$6.00	0
PLS Main	Payne Land Surveying	\$200.00	\$0.00	\$0.00	\$200.00	0
PS MAIN	PENTERRA SERVICES	\$161.00	\$0.00	\$0.00	\$161.00	0
RASINC MAIN	ROGER A SOAPE INC	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0
RL ROW	ROCA LAND and ROW LLC	\$278.70	\$0.00	\$61.00	\$217.70	0
RMR Main	Rodgers Miller and Rodriguez	\$101.20	\$0.00	\$6.00	\$95.20	0
RT Main	Richard Talbert	\$129.00	\$0.00	\$0.00	\$129.00	0
Simplifile	Simplifile	(\$51,918.00)	\$51,918.00	\$39,768.00	(\$39,768.00)	816
SLT Main	South Land Title FKA BCAC	\$610.00	\$0.00	\$98.00	\$512.00	0
SN	Sunny Nash	\$99.00	\$0.00	\$0.00	\$99.00	0
SS Main	Strong Surveying	\$39.00	\$0.00	\$0.00	\$39.00	0
TL	TANGENT LAND LLC	\$266.90	\$0.00	\$0.00	\$266.90	0
TM	TITLEMADE	\$0.00	\$0.00	\$0.00	\$0.00	0
TPLG	THE PAYNE LAW GROUP	\$104.00	\$0.00	\$2.00	\$102.00	0
TWA Main	Ted Walters and Associates	\$2,092.00	\$0.00	\$0.00	\$2,092.00	0
UE Main	UpperLine Energy	\$40.00	\$0.00	\$0.00	\$40.00	0
UTC Main	University Title Company	\$86.70	\$300.00	\$266.00	\$120.70	0
UY	UPCHURCH YATES LLP	\$43.00	\$0.00	\$2.00	\$41.00	0
WH Main	Wes Hall	\$5.00	\$0.00	\$3.60	\$1.40	0



Honorable Karen McQueen
Brazos County Clerk
Bryan, Texas

Company Accounts Summary

10/2/2023 9:29:37 AM

Report Range from Sep 01 2023 To Sep 29 2023

Account Code	Account Name	Starting Balance	Payments	Withdrawals	Ending Balance	# of Filings
WWAG	WEST WEBB ALLBRITTON GENTRY	\$0.00	\$0.00	\$0.00	\$0.00	0
YA	YOUNGKIN AND ASSOCIATES	\$278.00	\$0.00	\$0.00	\$278.00	0
Totals		(\$92,949.55)	\$110,606.25	\$82,785.80	(\$65,129.10)	1653