



MINUTES

JULY 2, 2024

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, July 2, 2024 with the following members of the Court present:

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

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

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Commissioner Konderla

Boy Scout Troop 383 led the Pledge of Allegiance to the U.S. and Texas Flag.

2. Call for Citizen input and/or concerns

Nancy Yung thanked several Court members for filing a protest with Texas Alcoholic Beverage Commission (TABC) against the bar establishment being constructed on Jones Road. Ms. Yung urged any interested individuals to file a protest as soon as possible.

Cynde Wiley presented the Court with a letter written by Dr. Walter Daugherty regarding balancing ballot secrecy versus transparency. Ms. Wiley reiterated her request from

previous weeks that the Court consider reverting to precinct voting and paper ballots. A copy of the letter is attached.

Consider and take action on agenda items: 3 - 26

3. Approval of the following liability renewal questionnaire for Texas Association of Counties with coverage dates of October 1, 2024 - October 1, 2025.
 - a. Auto Liability
 - b. Auto Physical Damage
 - c. General Liability
 - d. Public Officials Liability
 - e. Law Enforcement Liability

A copy of the renewal questionnaire is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Other. 4-0. Ayes: Berry, Konderla, Peters, Watson.

4. Approval requested from Fleet Services to transfer a 2014 Broce Broom known as Asset #EQP000042 from Fleet Services to the Expo.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Berry, Konderla, Peters, Watson.

5. Request authorization to wire transfer up to \$125,930.47 to HHSC for the Federal Fiscal Year 2024 Graduate Medical Education Program (GME) 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 Chuck Konderla. Passed. 4-0. Ayes: Berry, Konderla, Peters, Watson.

6. Approval requested from Road and Bridge for a Payment Authorization to Dudley Engineering in the amount of \$6,207.98 for materials testing at Cemetery Road. Purchase Order was inadvertently missed.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Berry, Konderla, Peters, Watson.

7. Permission requested to advertise an auction of surplus property.

A copy of the surplus property is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Berry, Konderla, Peters, Watson.

8. Approval of MOU Renewal with Bryan ISD for Juvenile Justice Alternative Education Services.

A copy of the Memorandum of Understanding is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Berry, Konderla, Peters, Watson.

9. Approval of MOU Renewal with College Station ISD for Juvenile Justice Alternative Education Services.

A copy of the Memorandum of Understanding is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Berry, Konderla, Peters, Watson.

10. Approval of MOU Renewal with Hearne ISD for Juvenile Justice Alternative Education Program Services.

Although present via Video-conference, due to technical difficulties Commissioner Aldrich was unable to vote on items 3-10. A copy of the Memorandum of Understanding is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Berry, Konderla, Peters, Watson.

11. Approval of MOU Renewal with Navasota ISD for Juvenile Justice Alternative Education Program Services.

A copy of the Memorandum of Understanding 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 Renewal to Contract #22-016 Global Positioning Monitoring for Brazos County with Recovery Monitoring Solutions, LLC.

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 Agreement #24-131 for Short-Term Detention of Juvenile Offenders with Fayette County.

A copy of the service contract is attached.

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

14. Approval of Agreement #24-132 for Short-Term Detention of Juvenile Offenders with Cen-Tex Regional Juvenile Services.

A copy of the service contract is attached.

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

15. Approval of Change Order #2 to CIP #24-647 Harpers Ferry & Cricket Pass Reconstruction for design revisions in the amount of \$9,000.00, increasing the contract total to \$57,350.00.

A copy of the change order is attached.

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

16. Approval of the following committee for RFP #25-010 Insurance Brokerage Services for Cyber-Liability & Mal-Practice.
 - a. Leslie Contreras
 - b. Nicholas Agorichas
 - c. Kevin Joyner
 - d. Brian Pratt
 - e. Julie Anderson
 - f. Purchasing (Non-Voting)
 - g. Legal (Non-Voting)

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

17. Permission to Advertise RFP #25-010 Insurance Brokerage Services for Cyber Liability & Mal-Practice Insurance.

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

18. Approval of Renewal of Contract #25-013R for Pre-Employment Drug Testing for Brazos County with Any Time Analysis.

A copy of the renewal of contract and bid tabulation is attached.

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

19. Approval of the Final Plat of The Meadows Phase 1, Lot 24-R Block 1, being a Replat Lots 24 & 25 Block 1; 2.38 Acres; C. Raney Survey, A-201; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

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

20. Tax Refund Applications for the following:

Payments in Error

- a. 8 Acres QOZB LLC - \$30,140.08

Overpayments

- b. Calvin R Hereford - \$150.45
- c. Margi Virginia Johnson & Steve Johnson -\$ 548.52
- d. Corelogic - \$226.35
- e. Corelogic - \$34.51
- f. Corelogic - \$70.91
- g. Local Properties LLC - \$13.94
- h. Charles E Arnold \$9.75
- i. Stanley & Bonnie M Markowski - \$100.00

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

21. Commissioners Court minutes for the following dates:

- a. June 04, 2024 - Regular Meeting
- b. June 04, 2024 - Workshop Session
- c. June 11, 2024 - Regular Meeting
- d. June 18, 2024 - Regular Meeting
- e. June 25, 2024 - Regular Meeting

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

22. Budget Amendments.

- FY 23/24 Budget Amendments 38.01 - 38.06

38.01 Transfer funds from Contingency fund to Court Support.

38.02 Reallocate funds for Brazos Center.

38.03 Reallocated funds for Forfeiture Fund.

38.04 Transfer funds from Contingency fund to Purchasing.

38.05 Reallocate funds for Road and Bridge.

38.06 Transfer funds from Contingency fund to County Judge.

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

23. Personnel Change of Status.

- Approval for Personnel Change of Status

A copy of the Personnel Change of Status is attached.

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

24. Payment of Claims.

Claims

8203580 – 8203696

9201537 – 9201598

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

25. Convene into Executive Session pursuant to the following:

- a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, and duties of the Tax Assessor/Collector.
- b. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

At this point, the County Judge announced the Court would consider items 27 through 30 and then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:19 a.m. the County Judge stated that the Court would convene into Executive Session. The following individuals were asked to stay for each session:

a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, or discipline of the Tax Assessor/Collector.

Cheryl Coffman, Executive Assistant

Bruce Erratt, General Counsel

Allison Lindblade, Assistant General Counsel

Jennifer Salazar, Human Resources Director

Raeanna McConathy, Assistant Human Resources Director

Kristy Roe, Tax Assessor/Collector

b. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

Cheryl Coffman, Executive Assistant

Ed Bull, Chief of Staff/Civil Counsel

Bruce Erratt, General Counsel

Allison Lindblade, Assistant General Counsel

Kimberly Roach, Intergovernmental Liaison

26. Consider and possible action on Executive Session.

At 10:54 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.

27. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of June 26, 2024.
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of June 26, 2024.

The Court acknowledged receipt of the 2023-2024 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of June 26, 2024.

28. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 30 juveniles in the detention center, 18 are male and 12 are female, and 32 have electronic monitors.

29. Sheriff's report on inmate population.

Sheriff Wayne Dicky stated there were 823 inmates in jail, 703 inmates are male, 120 are female and 51 have electronic monitors.

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

Commissioner Konderla gave his condolences and asked for prayers for the families of Colonel Kevin O'Neil and Timothy Tietjen Sr. on their passing. He also wished everyone a very happy and safe Independence Day.

Commissioner Nancy Berry thanked Troop 383 for leading the Pledge of Allegiance.

31. Adjourn.



The foregoing minutes of the Commissioners Court Meeting held July 2, 2024, have been examined and are approved in open Court this 6th day of August 2024, in Bryan, Brazos County, Texas .

A blue ink signature of Duane Peters, written in a cursive style.

Duane Peters
County Judge

A blue ink signature of Steve Aldrich, written in a cursive style.

Steve Aldrich
Commissioner, Precinct 1

A blue ink signature of Chuck Konderla, written in a cursive style.

Chuck Konderla
Commissioner, Precinct 2

A blue ink signature of Nancy Berry, written in a cursive style.

Nancy Berry
Commissioner, Precinct 3

A blue ink signature of Wanda J. Watson, written in a cursive style.

Wanda J. Watson
Commissioner, Precinct 4

Attest:

A blue ink signature of Karen McQueen, written in a cursive style.

Karen McQueen
County Clerk

By: A blue ink signature of Ashlee Peters Bournan, written in a cursive style.
Chief Deputy



FILED FOR RECORD

DATE 6-28-2024

AT 10:28 O'CLOCK A. **M**

KAREN MCQUEEN
BRAZOS COUNTY CLERK
BY Karen McQueen

**BRAZOS COUNTY
BRYAN, TEXAS**

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET
IN REGULAR SESSION ON JULY 2, 2024 AT 10:00 AM IN THE
COMMISSIONERS COURTROOM OF THE BRAZOS COUNTY
ADMINISTRATION BUILDING, 200 S. TEXAS AVENUE, SUITE 106,
BRYAN, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE
AT FACEBOOK.COM/BRAZOSCOUNTYTX**

**THIS MEETING WILL BE CONDUCTED BY VIDEO CONFERENCE
WITH AT LEAST A QUORUM OF COMMISSIONERS COURT
MEMBERS PARTICIPATING IN PERSON AT THE COUNTY
ADMINISTRATION BUILDING IN ACCORDANCE WITH THE
PROVISIONS SET FORTH IN SECTION 551.127 OF THE TEXAS
GOVERNMENT CODE.**

-
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 2. Call for Citizen input and/or concerns

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11. Approval of MOU Renewal with Navasota ISD for Juvenile Justice Alternative Education Program Services.
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 29. Sheriff's report on inmate population.
 30. Announcement of interest items and possible future agenda topics.
 31. Adjourn.

PUBLIC COMMENTS

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

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

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

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

INVOCATION

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

The Commissioners Courtroom of the Brazos County Administration Building, 200 S. Texas Avenue, Suite 106, Bryan, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT [FACEBOOK.COM/BRAZOSCOUNTYTX](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

2nd DAY OF July, 2024
10:00 (AM/PM), Regular Meeting

Name

(PLEASE PRINT)

Cheryl Coffman
Aubrey Leggett
Karen McQueen
Ashlie Peters-Bowman
Helene Kr
WM. CHARLES WENDT
KATLYN BATTLES
BERRAIT
Wina Payne
Katie Conner
LINDA Ricketson
Allison Lindstahl
ANN BONG
Cathie Viens
Nancy Yung

Organization

(PLEASE PRINT)

Comm. Court
Comm. Court
Co. Clerk
Co. Clerk's-off
Citizen
Purch.
Purchasing
Co Judge
Budget
Auditor
Juvenile
Co. Judge
NAAEP
tax payer

BRAZOS COUNTY COMMISSIONER'S COURT

2nd DAY OF July, 2024
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Erin Chastain-Harris	
Bentley Nettles	self
Tracy Nettles	self
Peter Nettles	self
Henry Nettles	Self
Ryan Thames	self
Champ Burns	self
Ben Holmes	Vet. serv
Leslie Contreras	RISK
Cynde Wiley	Self
Katie Mock	BTD
Spencer Mays	Budget.
Kimberly Rowe	CU Judge
Ed Bull	CU Judge
Karen Simpson	self

BRAZOS COUNTY COMMISSIONER'S COURT

2nd DAY OF July, 2024
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Jose Lopez Purchasing

Walter Dickey SU

Kate Jenczynski Brazos County Senior Alliance

Ed Udell, Sr. "

Bob Lanier County Judge

MEISSA BOWEN Co. JUDGE

ED BULL "

Lawrence Hicks Greater Taborade BC

MIKE STREEY

Donald Lampo Constable Pct 2

Raeanna McWhatney HR

Jennifer Salazar HR

Kristeen Roe TAX

Marsha Anderson Co. Judge Off.

marci june audit

BRAZOS COUNTY COMMISSIONER'S COURT

2nd DAY OF July, 2024
10:00 (AM/PM), Regular

Name

(PLEASE PRINT)

Jamie Cartwright

Kathia Gallo

Jared Solther

Organization

(PLEASE PRINT)

Treasurer

Comm court.

B+A

Balancing Ballot Secrecy Versus Transparency

Walter C. Daugherty

June 16, 2024

Balancing ballot secrecy versus transparency is currently receiving renewed attention, so a timely review of the trade-offs, legal issues, etc., is warranted.

First, it is instructive to review the history of *ballot secrecy*. Briefly, according to Wikipedia and other sources, open (public) voting has been used for thousands of years, via voice vote, counting raised hands (as in 5th century B.C. Athens) or counting the heads (“polls”) of persons standing (perhaps to prevent counting someone with two hands raised as two votes?), roll-call votes, and so on.

However, ancient Greeks also used secret ballots by privately placing a white pebble in an urn for a “yes” vote or a black pebble for a “no” vote. This is why we say we “cast a ballot,” which literally means “throw a small ball (*ballotta* in Italian) into the urn,” and also why we say someone was “blackballed” if there was a vote against their joining a fraternity, etc.

The modern paper version of secret ballots is called the “Australian ballot,” since they began adopting it there in 1856. In the United States, statewide voting by secret paper ballot was first adopted by Massachusetts in 1888 and last by South Carolina in 1950. In Texas, Election Code § 122.001(a)(1) mandates that “A voting system may not be used in an election unless the system preserves the secrecy of the ballot.”

The primary reasons for a secret ballot are to protect the voter against coercion, intimidation, blackmail, and the like, and also the temptation to sell one’s vote. (As every holdout juror on an 11-to-1 hung jury can tell you, there can be enormous pressure to change one’s vote.) In 1948 vote buying in all its various forms became a federal crime (18 U.S.C. § 597).

Once a ballot is cast privately, all connection to the voter is broken: when the urn is dumped out and there is a black ball among the balls, no one knows who cast the “no” vote. Similarly, in most modern voting systems, once the voter has been checked in, all connection to the voter is broken, and there is no personally-identifiable information on the ballot (no name, address, voter ID, etc.). This break is what enables the switch from secret voting to transparent public counting. As the South Carolina Constitution puts it, “All elections by the people shall be by *secret ballot*, but the ballots shall not be counted in secret.”

Now consider the various aspects of *transparency* in counting the privately-cast ballots. The overarching reason for transparency in counting is to ensure that the process is fair and honest, so that citizens can be confident that the election results are accurate and have not been tampered with. As the Texas Constitution says in Article 6, Section 4, “In all elections by the people, the vote shall be by ballot, and the Legislature shall provide for the numbering of tickets and make such other regulations as may be necessary to detect and punish fraud and preserve the

purity of the ballot box; and the Legislature shall provide by law for the registration of all voters.”

This important transparency in counting is carried out by having more than one election officer doing the counting, as well as observers, including representatives of the opposing candidates on the ballot. Having multiple eyes on the process thus helps “to detect and punish fraud and preserve the purity of the ballot box” from the defilement of inaccurate results.

Another vital aspect of transparency is the ability to completely audit an election. This is required by federal law (52 U.S.C. § 21081(a)(2)(A)), which says “The voting system shall produce a record with an audit capacity for such system,” and also by state law. For example, Texas Election Code 122.001(a) mandates that

“A voting system may not be used in an election unless the system:

...
(10) is capable of providing records from which the operation of the voting system may be audited.”

Every CPA or financial officer knows what is necessary for a complete and verifiable audit—physical security, inventory, chain of custody, separation of duties, a complete audit trail, and so on. In everyday language, there must be sufficient data to reconstruct and trace all transactions, in effect to be able to make a “movie” after the fact of everything that happened before, during, and after an election.

Beginning with the Civil Rights Act of 1960 (and fair and honest elections are indeed our foundational civil right on which all other civil rights depend), section 301 explicitly required the preservation of all records relating to any “act requisite to voting”; this is now codified at 52 U.S.C. §§ 20701-20706. Note that per U.S. Department of Justice Publication “Federal Law Constraints on Post-Election ‘Audits,’” July 28, 2021, the “materials covered by Section 301 extend beyond ‘papers’ to include other ‘records.’ Jurisdictions must therefore also retain and preserve records created in digital or electronic form.” This necessarily includes ballot images, computer hard drives, removable memory cards, surveillance video footage of ballot dropboxes, etc., in addition to physical ballots, outer envelopes and signatures on absentee ballots, and so on.

52 U.S.C. § 21081(a)(2)(B)(i) goes on to say “The voting system shall produce a permanent paper record with a manual audit capacity for such system.” Following the principles enunciated in the July 28, 2021, DOJ publication just quoted, a searchable electronic form of the “permanent paper record with a manual audit capacity” is also covered. Since this audit record *must be permanent, that supersedes the 22-month retention period. Thus, electronic ballot images, CVR reports, and so forth may not ever be deleted unless, at a minimum, the required “permanent paper record with a manual audit capacity” has been created and maintained.*

To possess the required “audit capacity,” all data specified by the National Institute of Standards and Technology (NIST) requirements listed at <https://doi.org/10.6028/NIST.SP.1500-103> must be included, since the 2002 Help America Vote Act directed NIST to promulgate standards for what must be included in a Cast Vote Record (CVR) report. In addition to the

voter's selections, this includes, among other things, the **BallotStyleID** (which identifies the precinct, precinct split, etc.), and the **BatchID** and **BatchSequenceID**.

These last two fields are crucial to auditing the *sequence* in which votes were tabulated, which recounts or risk-limiting audits do not check. This leads to a key example of the need to balance ballot secrecy versus transparency. In a few rare instances, complete transparency including the **BatchID** and **BatchSequenceID** could lead to the identification of the voter who cast a particular ballot.

Example 1: Suppose you were second in line when the polling place opened and recognized the person ahead of you as your neighbor. Then when the official CVR is released you could look up the cast vote record for batch 1, batch sequence 1, and know how your neighbor voted. To protect against this, all electronic voting machine companies shuffle the records *within* each batch (of typically 100 ballots) to produce the CVR report. As a result, all you would know is that your neighbor's ballot was one of the 100 ballots in batch 1; in other words, you would not know how they voted. This balances the requirement of being auditable (namely, this batch of 100 voters cast these 100 ballots) with the requirement of ballot secrecy and voter privacy (namely, you cannot tell which voter cast which ballot).

Fortunately, shuffling the records *within* each batch does not destroy the ability to audit the sequence of batches for anomalies (like vote-stuffing) which cannot be detected by recounts or risk-limiting audits; it only makes the resulting graphs coarser without changing the shape of the graphs. Unfortunately, in a misguided attempt to address this rare example and other similar examples, some counties have illegally shuffled the entire CVR (as Maricopa County, Arizona, did in November 2022) or even deleted the **BatchID** entirely. Altering or concealing election data like this is a federal crime subject to serious penalties (52 U.S.C. §§ 20702).

It goes without saying that the county (or parish) has no obligation to protect a *voter* from revealing how they voted, for example by telling a reporter doing exit polls, or by signing an absentee ballot itself (violating the explicit instructions not to make any stray marks on the ballot and only sign the outside affidavit envelope, which is separated from the ballot when it is received by the county). This is the choice and responsibility of the voter to breach their own privacy. Similarly, the county has no obligation to prevent the *unavoidable* loss of privacy when logical deduction can reveal how someone voted.

Example 2: Suppose there are 100 votes in a particular race between two candidates, A and B, and the count is 100 for A and 0 for B. Then you know each of the 100 voters voted for candidate A. This is not a breach of voter privacy, it is a simple logical deduction, and it would be utter nonsense for a county to say in this situation "We can't release the election results because you could tell how people voted"! This would also violate another federal law, 52 U.S.C. § 10307, which under "Prohibited Acts" states "No person acting under color of law shall... willfully fail or refuse to tabulate, count, and report" the vote of any person "who is entitled to vote."

There is, however, one situation which has recently been highlighted by a number of observers where transparency does result in an *avoidable* loss of voter privacy.

Example 3: In some counties there has been a move to countywide voting, where a voter is not required to vote in their precinct but may vote anywhere. Suppose a voter lives in the far southeast corner of the county (say precinct 29) but works in the far northwest corner of the county (say precinct 7) and decides to vote there for convenience. Because of the distance from their home precinct, it may happen that on that day (perhaps an early-voting day) this voter was the only one from that precinct to vote at that distant polling place. Then the register of voters at precinct 7 for that day would only have one voter from precinct 29 checked in, and the precinct number on the ballot that day would *unavoidably* identify the voter.

To prevent that, some have proposed deleting the precinct number from the election records, which would be a federal crime, as noted above—much like using a sledgehammer to helpfully kill a mosquito on your friend's forehead and then going to prison for assault and battery and attempted murder. The flaw is in the use of countywide voting, which created the vulnerability. The precinct number is part of the federally-required CVR, and is also necessary for auditing (for example, to verify the number of votes in a precinct versus the number of registered voters in that precinct), and thus may not be deleted; otherwise, the voting system would not be completely auditable as required.

So where does that leave us? It boils down to this: (1) All election data needed for a complete audit must be public and transparent, (2) but other than that, the county should protect voter privacy and ballot secrecy to the greatest extent possible, (3) except when the voter voluntarily divulges their vote.

This provides the optimum balance of maximum ballot secrecy, subject to complete auditability.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Risk Management NUMBER:

DATE OF COURT MEETING: 7/2/2024

ITEM: Approval of the following liability renewal questionnaire for Texas Association of Counties with coverage dates of October 1, 2024 - October 1, 2025.

- a. Auto Liability
- b. Auto Physical Damage
- c. General Liability
- d. Public Officials Liability
- e. Law Enforcement Liability

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 06/20/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Renewal_Questionnaire.pdf](#)

Description

Renewal Questionnaire

Type

Cover Memo



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

Liability Renewal Questionnaire

Member: Brazos County

Coverage Period: October 1, 2024 through October 1, 2025

Thank you for participating in the TAC Risk Management Pool's Liability program. As we prepare your renewal, there are a few questions we need you to answer so that we can provide you the most comprehensive and cost effective coverage possible. Pursuant to the Interlocal Participation Agreement, Section 4. Annual Contribution, 4.01 requires that the member timely submit to the Pool documentation necessary for the Pool to properly underwrite the renewal. To ensure that we have up-to-date information, please fill out each page completely and make any changes directly to this document. You can also provide supplemental sheets as necessary. NOTE: Omitted information may result in an exclusion from coverage.

The following coverage is eligible for renewal:

- Auto Liability
- Auto Physical Damage
- General Liability
- Privacy or Security Event Liability and Expense Coverage
- Public Officials Liability
- Law Enforcement Liability

Your Vehicle Schedule is attached to this renewal questionnaire. We ask that you review your Vehicle Schedule carefully and report any of the following:

- Sold or totaled vehicles
- Newly purchased or obtained vehicles

We value your membership in the TAC Risk Management Pool and look forward to another successful year! If you have any questions or need help completing the Renewal Questionnaire, please contact your Member Services Representative Nelly Cano at 800-456-5974 or nellyc@county.org.

Pool Coordinator

Our records indicate that the Member has designated the individual below as the Pool Coordinator for this coverage. In accordance with the terms of the Interlocal Participation Agreement, the Pool Coordinator has express authority to represent and to bind the Member, and the Pool will not be required to contact any other individual regarding matters arising from or related to this Agreement. If the Member wishes to change or update the Pool Coordinator information, please make the necessary changes below.

Pool Coordinator: Jennifer Salazar

Email: jsalazar@brazoscountytexas.gov

Phone Number: (979) 361-4117

Fax Number: (979) 823-6993

Address: 200 S Texas Ave Ste 206

City, State, Zip: Bryan TX, 77803-3999

Liability Renewal Questions

1. Please update the total number of budgeted Brazos County employees, including elected officials.

	Total	Airport	Hospital	
Full Time Employees:	942			Full Time = 35 or more hours per week
Part Time Employees:	65			Part Time = Less than 35 hours per week
Volunteers:	70			Volunteer = Actively serving

Auto Liability

Current Auto Liability Deductible: \$1,000

To make changes to your current Auto Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Auto Liability	<input checked="" type="checkbox"/>			\$100,000/\$300,000/\$100,000	<input type="checkbox"/>	<input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000
Personal Injury Protection	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject	\$5,000		
Uninsured / Underinsured Motorist	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject	\$30,000/\$60,000/\$25,000		

Vehicle Schedule Verification

Yes, I have reviewed Brazos County's Vehicle Schedule, and made corrections and updates which are incorporated into this Liability Renewal Questionnaire.

Auto Physical Damage

Current Auto Physical Damage Collision Deductible: \$1,000

Current Auto Physical Damage Comprehensive Deductible: \$1,000



General Liability

Current General Liability Deductible: \$1,000

To make changes to your current General Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
General Liability	<input checked="" type="checkbox"/>			\$100,000/\$300,000/\$100,000	<input type="checkbox"/>	<input type="checkbox"/> \$100k/\$300k/\$100k <input type="checkbox"/> \$250k/\$500k/\$250k <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000
Unmanned Aircraft	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			

1. How many law enforcement watercrafts under 26 feet, do you own? 1

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

- a. U.A.S./ Drone Model and Value See Attached
- b. Weight in lbs including all attachments _____
- c. Year and Serial Number _____
- d. Description of use _____
- e. Operator Name _____
- f. Date of Receipt of FAA COA & Registration Number as applicable _____
- g. Total U.A.S./Drone flight hours _____
- h. Description of Training Certifications _____

3. Does your county own an airport? Yes No

If yes, who operates the airport? _____

If the airport is privately operated, the Pool recommends Brazos County request a currently dated Certificate of Insurance issued by the airport operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

- General Liability
- Professional Liability (airport facility operations)
- Employment Practices Liability
- Property (if the County owns the building)

Privacy or Security Event Liability and Expense Coverage

Current Privacy or Security Event Liability and Expense Deductible: \$10,000

To make changes to your current Privacy or Security Event Liability and Expense coverage, please complete the section below

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Privacy or Security Event Liability and Expense	<input checked="" type="checkbox"/>			\$500,000	<input type="checkbox"/>	<input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000
Business Interruption	<input checked="" type="checkbox"/>			\$50,000 / \$50,000		
Electronic Equipment and Data Recovery	<input checked="" type="checkbox"/>			\$50,000 / \$50,000		
eCrime	<input checked="" type="checkbox"/>			\$25,000 / \$25,000		
Extortion	<input checked="" type="checkbox"/>			\$10,000 / \$10,000		

Internal Cyber Security Point of Contact:

Name	Leslie Contreras	Title	Risk Manager
Telephone	979 361 4246	Email	lcontreras@brazoscourt.tx.gov

Kevin Joyner
979 361-4676

Chief Information Security Officer
kjoyner@brazoscourt.tx.gov

Please complete all the following questions concerning the Information Technology environment within your organization. These questions are intended to be answered by an IT Director (or equivalent professional) with adequate knowledge of the organization's cybersecurity measures and protocols. All questions require completion for Privacy or Security Event Liability coverage. Increased limits will require underwriting review for consideration.

To be considered for a \$1M Privacy or Security Event Liability and Expense limit the following must be met satisfactorily:

1. Our staff receive mandatory cybersecurity awareness training at least annually on expectations of staff to recognize common cyber-attacks, such as social engineering and phishing, to report possible cybersecurity incidents or other types of cyber-attacks, and to know who to report cybersecurity issues/problems to.
 - a. No, we do not receive mandatory cybersecurity awareness training annually.
 - b. Yes, we are required to participate in mandatory cybersecurity awareness training at least annually.
2. Our staff logs in to their web-based email using multi-factor authentication (e.g., receiving a text message to validate log in).
 - a. True
 - b. False
3. Our critical and sensitive data is backed up, stored and encrypted offline on a different logical or physical network such as a cloud backup to support recovery from a catastrophic cyber incident if required.
 - a. True, but our backups are not stored offline on a different logical network location; they are connected to our IT network, and they are encrypted.
 - b. True, our backups are offline (in a different logical network) and encrypted.
 - c. True, our backups are offline (such as a manual hard drive backup), but they are not encrypted.
 - d. False, we do not back up our critical or sensitive data.

To be considered for a \$2M Privacy or Security Event Liability and Expense limit the following must be met satisfactorily in addition to the questions noted above:

4. My organization/county has formalized IT and cybersecurity policies and plans that document, for example, guidelines for acceptable use of IT, passwords, reporting of unusual activity (e.g., workstation locking up or not functioning properly), cybersecurity training, and cyber incident response.
 - a. We have no documented policies or plans.
 - b. We have some documented policies, procedures, and plans, but there are known gaps.
 - c. We have a robust, well documented IT and cybersecurity program that is current.
5. Our organization/county requires multi-factor authentication for remote access to our network (both cloud-hosted and on-premises, including Virtual Private Networks (VPNs))
 - a. True
 - b. False
6. We review our organizations' IT and cybersecurity policies, procedures, and plans at least annually and we make updates/changes based on changes in the organization, the cybersecurity environment, and technology.
 - a. True
 - b. False
7. In the case of a cybersecurity incident, we report the incident to.
 - a. Cyber Insurance Provider
 - b. Cyber Insurance Provider and Law Enforcement
 - c. Cyber Insurance Provider, Law Enforcement, and Cyber Incident Support Vendors (may include Cyber Forensics, Cyber Legal Support, and other Cyber Incident support)
 - d. None of the Above

Handwritten: R-0210-20241001-1
Cyber Liability

8. We have staff (either internal staff or outsourced contractors/vendors) who are responsible for maintaining our IT systems and applying maintenance and cybersecurity patches to software on the workstations within our organization.
- a. No, we do not have staff/contractors who perform this function.
 - b. Yes, we do have staff/contractors who perform this function.
9. We have cybersecurity tools and systems that monitor who is on our network, when they are on the network, and what network resources they are using.
- a. True
 - b. False
10. We have implemented email content filtering and web content filtering to identify unauthorized activity, malicious attachments and other prohibited activity that may negatively impact our IT network and systems.
- a. True
 - b. False
11. We conduct interactive or simulated social engineering (i.e., KnowBe4 phishing emails) training.
- a. True
 - b. False
12. We have implemented tools (e.g., Endpoint Detection and Response tools such as Microsoft Defender for endpoints, CrowdStrike Falcon, or Malwarebytes Endpoint Security) to automatically monitor, log, and report unusual and unauthorized activities that occur on our IT workstations.
- a. True
 - b. False
13. We have software/hardware that is no longer supported by the manufacturer or vendor but is active on our IT network.
- a. Yes, we have outdated hardware or software on our network that is no longer supported by the manufacturer or vendor.
 - b. No, we do not have any hardware or software on our IT network that is no longer supported by the manufacturer or vendor.
 - c. I do not know.
14. We have a formal Disaster Recovery Plan and a formal Business Continuity Plan that guides us in setting the priority of system (applications / systems / databases) restoration to recover from a cyber incident that impacts our business operations.
- a. True
 - b. False

Money Transfer Controls

15. Are employees who are responsible for disbursing or transmitting funds provided anti-fraud training, including detection of social engineering, phishing, business email compromise, and other scams, on at least an annual basis?
- a. Yes
 - b. No
16. When a vendor or supplier requests any change to its account details (including routing numbers and account numbers), do you confirm requested changes via an out-of-band authentication (a method other than the original means of request)? For example, if a request is made by email, a follow-up phone call is placed to confirm that the supplier or vendor made the request.
- a. Yes
 - b. No

Public Officials Liability

Current Public Officials Liability Deductible: \$10,000

To make changes to your current Public Officials coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Public Officials Liability	<input checked="" type="checkbox"/>			\$3,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Attorney	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
District Judge	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
Back Wages - Optional Increased Limits (included coverage limit is \$50,000/\$100,000)		<input type="checkbox"/> Add			<input type="checkbox"/>	<input type="checkbox"/> \$50,000/\$100,000 <input type="checkbox"/> \$100,000/\$250,000 <input type="checkbox"/> \$250,000/\$500,000 <input type="checkbox"/> \$500,000/\$1,000,000 <input type="checkbox"/> \$1,000,000/\$1,000,000

Law Enforcement Liability

Current Law Enforcement Liability Deductible: \$10,000

To make changes to your current Law Enforcement Liability coverage, please complete the section below:

Coverage	Currently Included	Add to Coverage	Reject from Coverage	Current Limit	Change Limit	Limit Options
Law Enforcement Liability	<input checked="" type="checkbox"/>			\$3,000,000	<input type="checkbox"/>	<input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000
District Judge	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
District Attorney	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			
Unmanned Aircraft	<input checked="" type="checkbox"/>		<input type="checkbox"/> Reject			

1. Please review the list of law enforcement departments and agencies below and add or delete as appropriate:

Example: Sheriff's Department, Constables' Offices, Detention Facilities

- Brazos County Attorney's Office
- Brazos County Constable's Office
- Brazos County Employees Of The District Attorney's Office
- Brazos County Juvenile Probation Department
- Brazos County Sheriff's Office

_____	_____
_____	_____
_____	_____
_____	_____

2. If Unmanned Aircraft is selected, please complete the following for each Unmanned Aircraft:

- a. U.A.S./ Drone Model and Value See Attached
- b. Weight in lbs including all attachments _____
- c. Year and Serial Number _____
- d. Description of use _____
- e. Operator Name _____
- f. Date of Receipt of FAA COA & Registration Number as applicable _____
- g. Total U.A.S./Drone flight hours _____
- h. Description of Training Certifications _____

3. Please provide below, the current budgeted number of Law Enforcement personnel for all law enforcement office, department, and agency listed above. *If no Juvenile - Class B personnel are reported, coverage will not be provided for these personnel.*

NOTE: Full time = 35 or more hours per week. Part Time = Less than 35 hours per week

Actively Engaged		Juvenile		Other		Reserves	
Include: sheriff, deputies, armed investigators, armed bailiffs, constables, jail admins, jailers, other front line personnel		Include: probation officers, detention center guards, boot camp instructors		Include: dispatchers, unarmed prosecutors, investigators, jail nurses, cooks, clerical, unarmed bailiffs, other personnel		Include: all reserve and auxiliary officers and employees	
Class A	Full Time: 242	Class B	Full Time: 88	Class C	Full Time: 37	Class D	Full Time:
	Part Time: 5		Part Time: 5		Part Time: 1		Part Time: 50

4. Does Brazos County participate in a Law Enforcement Task Force? Yes No

If yes, do you lead this Task Force? Yes No

Name of Law Enforcement Task Force: Joint Terrorism Task Force

5. Do you participate in a Mutual Aid Agreement? Yes No

If yes, list name of Mutual Aid Agreement Local Entity Joint Terrorism Task Force Memorandum of Agreement

6. Is any law enforcement officer, office, department or agency for which coverage is requested under any criminal or administrative investigation? Yes No

If yes, provide details or circumstances which are unprivileged public information.

7. Does Brazos County own a Jail Facility and/or Detention Facility? Yes No

If yes, who operates the Jail Facility? Brazos County Sheriff's Office

If yes, who operates the Detention Facility? Brazos County Sheriff's Office

If the Jail Facility or Detention Facility is privately operated, the Pool recommends Brazos County request a currently dated Certificate of Insurance issued by the facility operator's insurance agent or company that names the County as an Additional Insured and includes the following coverage as applicable:

- General Liability
- Professional Liability
- Employment Practices Liability
- Property (if the County owns the building)

8. If Brazos County operates a Jail Facility and/or Detention Facility, please provide a copy of the Certificate of Compliance from the Texas Commissions of Jail Standards.

9. If a copy of the Certificate of Compliance is not held, attach information on actions being taken to bring facility into compliance. NOTE: Failure to provide Certificate of Compliance from the Texas Commissions of Jail Standards may result in the jail being excluded from coverage.

Unreported Claims

Are you, or any officer or employee, aware of, or have knowledge of any circumstance, occurrence, fact or event which is likely to be a basis of a claim, either now or in the future? Yes No

If yes, please describe:

Has the situation been reported to TAC Claims Department? Yes No

Acknowledgement and Acceptance

Brazos County (Member) acknowledges that the information submitted in this questionnaire and Auto Schedule is true and accurate, including all known potential claims. The information submitted may be used by the Pool in processing the renewal and in assessing the coverage needs of Member. The questions posed, or any wording of the questionnaire, should not and may not be relied upon by Member as implying that coverage exists for any particular claim or class of claims. The only coverage provided by the Pool to Member is as described in the applicable Coverage Document, including any endorsements and the Contribution and Coverage Declaration, issued to a covered Member.

Member acknowledges and agrees that vehicles not listed on the attached vehicle schedule, and/or additionally identified by Member as an update to the attached vehicle schedule, will not be provided coverage during the Coverage Period.

If Member makes no changes, the Pool will assume Member is requesting renewal for the same Liability Coverage as in the previous applicable Coverage Period. Member understands that any failure to fully and accurately answer the questionnaire and any attached schedules may result in denial of coverage provided by the Pool. Coverage issued for Public Officials Liability and Law Enforcement Liability will apply on a Claims Made Basis.



Signature of County Judge or presiding official of the Political Subdivision

7/2/24

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Fleet Services NUMBER:

DATE OF COURT MEETING: 7/2/2024

ITEM: Approval requested from Fleet Services to transfer a 2014 Broce Broom known as Asset #EQP0000042 from Fleet Services to the Expo.

TO: Commissioners Court

FROM: Ken Chadwick

DATE: 06/25/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Fleet Services would like to request the transfer of a 2014 Broce Broom known as Asset #EQP0000042 from Fleet Services to Expo.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
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**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Fleet Services NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval requested from Fleet Services to transfer a 2014 Broce Broom known as Asset #EQP0000042 from Fleet Services to the Expo.
TO: Commissioners Court
FROM: Ken Chadwick
DATE: 06/25/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Fleet Services would like to request the transfer of a 2014 Broce Broom known as Asset #EQP0000042 from Fleet Services to Expo.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Transfer_Asset_#EQP0000042_Memo.pdf	Memo to Transfer Asset #EQP0000042	Backup Material
Asset_EQP0000042_Transfer_Sheet.pdf	Asset Transfer Sheet	Backup Material

APPROVED



Duane Peters
County Judge

7/2/24
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 7/2/2024

ITEM: Request authorization to wire transfer up to \$125,930.47 to HHSC for the Federal Fiscal Year 2024 Graduate Medical Education Program (GME) for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.

TO: Commissioners Court

FROM: Nina Payne

DATE: 06/26/2024

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, July 8, 2024 with a settlement date of Tuesday, July 9, 2024.

NOTES/EXCEPTIONS: Texas Medicaid provides supplement 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 in 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>
GME_IGT_Notification_-_Brazos_County_LPPF.pdf	GME IGT Notification	Backup Material
FY24_Final_GME_Allocation_Summary_-_Brazos_LPPF.pdf	GME IGT Summary	Backup Material




**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Request authorization to wire transfer up to \$125,930.47 to HHSC for the Federal Fiscal Year 2024 Graduate Medical Education Program (GME) for the benefit of participating hospitals using funding from the Brazos County Local Provider Participation Fund.
TO: Commissioners Court
FROM: Nina Payne
DATE: 06/26/2024
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, July 8, 2024 with a settlement date of Tuesday, July 9, 2024.
NOTES/EXCEPTIONS: Texas Medicaid provides supplement 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 in 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>
GME_IGT_Notification_-_Brazos_County_LPPF.pdf	GME IGT Notification	Backup Material
FY24_Final_GME_Allocation_Summary_-_Brazos_LPPF.pdf	GME IGT Summary	Backup Material

APPROVED

Duane Peters
County Judge
7/2/24
Date

Nina Payne

From: Kelly O'Brien <kelly@ahcv.com>
Sent: Wednesday, June 26, 2024 9:55 AM
To: Edward C. Bull; Nina Payne; Jamie L. Cartwright; Cristian T. Villarreal; Katie D. Conner
Cc: Justin Flores
Subject: GME FY24 Final IGT - Brazos County LPPF
Attachments: FY24 Fin GME Allocation Summary - Brazos LPPF.xlsx

Brazos County Disclaimer

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

Hello Brazos County Team,

As you know, the upcoming GME FY24 Final IGT is taking place on **Monday, July 8th**. Accordingly, the hospitals participating within the **Brazos County LPPF** would like to request the following IGT amounts noted below. (Please review the accompanying allocation.)

GME FY24 Final – total requested IGT amount \$125,930.47

HHSC requires this amount to be entered into TexNet no later than the close of business **7/8/2024 with a settlement date of 7/9/2024**. These funds will need to be placed in the "**GME**" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet trace sheet and allocation form to PFD_GME_Payments@hhs.texas.gov.

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

Please do not hesitate to contact us with any questions.

Thank you,
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>

**Brazos County LPPF
GME Final FY24 Facility Allocation**

Agenda Date: July 2, 2024

TexNet: Monday July 8, 2024

Settlement Date: Tuesday, July 9, 2024

Bucket: GME Bucket

TPI	Hospital	Funding Entity	IGT Total	% of Funding from GE	IGT from GE
127267603	ST. JOSEPH REGIONAL HEALTH CENTER	Brazos County LPPF	\$ 125,930.47	100%	\$ 125,930.47
		Brazos County LPPF	\$ 125,930.47		\$ 125,930.47
		Total	\$ 125,930.47		\$ 125,930.47



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Payment Authorization for
Dudley Engineering-Materials
Testing for Cemetery Rd

DATE OF COURT MEETING: 7/2/2024

ITEM: Approval requested from Road and Bridge for a Payment Authorization to Dudley Engineering in the amount of \$6,207.98 for materials testing at Cemetery Road. Purchase Order was inadvertently missed.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 06/26/2024

FISCAL IMPACT: True

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Invoice is from September 2023. Seems there was no communication between personnel at R&B. EDF paid County and funds were put in revenue account.

ATTACHMENTS:

File Name

[Invoice-Dudley-
Materials Testing at Cemetery Rd.pdf](#)

Description

Invoice

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Payment Authorization for
Dudley Engineering-Materials
Testing for Cemetery Rd

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DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Invoice is from September 2023. Seems there was no communication between personnel at R&B. EDF paid County and funds were put in revenue account.

ATTACHMENTS:

File Name

Invoice-Dudley-
Materials_Testing_at_Cemetery_Rd.pdf


Description

Invoice

Type

Backup Material

APPROVED



7/2/24

Duane Peters
County Judge

Date



DUDLEY

6102 Imperial Loop
 College Station, TX 77845, United States
 Tel: 979-777-0720
 accounting@dudleyeng.com
 dudleyeng.com

Brazos County

INVOICE

INVOICE DATE: 8/31/2023
 INVOICE NO: INV-4304
 BILLING THROUGH: 8/7/2023

23-50029 Cemetery Road Culvert Replacement - Cemetery Road Culvert Replacement

Managed By: Gregory T Stinson

Please see attachment for invoice breakdown.

CONTRACT AMOUNT: \$10,000.00
 % COMPLETE: 62.08

PREVIOUSLY BILLED: \$0.00
 AMOUNT DUE: \$6,207.98

TOTAL SERVICE AMOUNT \$6,207.98

AMOUNT DUE THIS INVOICE \$6,207.98

This invoice is due on 9/30/2023

[Pay Now](#)



ACH payments accepted

ACCOUNT SUMMARY

SERVICES BTD	EXPENSES BTD	LAST INV NO	LAST INV DATE	LAST INV AMT	LAST PAY AMT	PREV UNPAID AMT
\$6,207.98	\$0.00	--	--	--	--	--

TOTAL AMOUNT DUE INCLUDING THIS INVOICE \$6,207.98

RETAINER SUMMARY

RECEIVED	APPLIED	BALANCE
\$0.00	\$0.00	\$0.00

DUDLEY

GEOTECHNICAL | STRUCTURAL | ENVIRONMENTAL

Itemized Invoice

Project Name: Cemetery Road Culvert Replacements
Project No.: 23-50029

Invoice Dates: 7/5/2023 through 8/7/2023
PO No.: Pending

Last Updated: 8/6/2023

PO Total: \$10,000
Amount Billed Prior: \$0.00
Current Input Total: \$6,207.98
Amount of PO Remain: \$3,792.02

Report No.	Report Date	Description	Service	Quantity (units)	Unit Rate (\$/unit)	Total (\$)
TTPC.001	7/6/2023	Laboratory Testing Report				
		1.2	Sample Preparation	0.5	\$75.00	\$37.50
		2.1	Standard Proctor (ASTM D698, Method A)	1	\$135.00	\$135.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$195.00
TTPC.002	7/6/2023	Field Testing Report				
		11.1	Support Truck	42.4	\$0.68	\$28.83
		9.6	Engineering Technician	2	\$60.00	\$120.00
		5.2	In-Place Moisture/Density Tests	3	\$25.00	\$75.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$246.33
TTPC.003	7/7/2023	Laboratory Testing Report				
		1.3	Moisture Content	1	\$10.00	\$10.00
		4.1	Molding of soil-cement compression test s	6	\$31.25	\$187.50
		1.6.1	Gradation (4 total)	4	\$20.00	\$80.00
		4.11	Compressive strength soil-cement cylinde	6	\$20.00	\$120.00
		1.3	Moisture Content	6	\$10.00	\$60.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$480.00
TTPC.004	7/7/2023	Laboratory Testing Report				
		1.3	Moisture Content	1	\$10.00	\$10.00
		4.1	Molding of soil-cement compression test s	6	\$31.25	\$187.50
		1.6.1	Gradation (4 total)	4	\$20.00	\$80.00
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$390.00
TTPC.005	7/9/2023	Laboratory Testing Report				
		1.3	Moisture Content	1	\$10.00	\$10.00
		4.1	Molding of soil-cement compression test s	6	\$31.25	\$187.50
		1.6.1	Gradation (4 total)	4	\$20.00	\$80.00
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$390.00

DUDLEY

GEOTECHNICAL | STRUCTURAL | ENVIRONMENTAL

Report No.	Report Date	Description	Service	Quantity (units)	Unit Rate (\$/unit)	Total (\$)
TTPC.006	7/10/2023	Field Testing Report				
		11.1	Support Truck	42.4	\$0.68	\$28.83
		9.6	Engineering Technician	2	\$60.00	\$120.00
		5.2	In-Place Moisture/Density Tests	2	\$25.00	\$50.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$221.33
TTPC.007	7/17/2023	Laboratory Testing Report				
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$112.50
TTPC.008	7/17/2023	Laboratory Testing Report				
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$112.50
TTPC.009	7/17/2023	Laboratory Testing Report				
		1.3	Moisture Content	1	\$10.00	\$10.00
		4.1	Molding of soil-cement compression test s	6	\$31.25	\$187.50
		1.6.1	Gradation (4 total)	4	\$20.00	\$80.00
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$390.00
TTPC.010	7/18/2023	Laboratory Testing Report				
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$112.50
TTPC.011	7/31/2023	Laboratory Testing Report				
		1.2	Sample Preparation	0.5	\$75.00	\$37.50
		2.1	Standard Proctor (ASTM D698, Method A	1	\$135.00	\$135.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$195.00
Email	7/17/2023	DCP Cement Stabilized Sand				
		11.1	Support Truck	42.4	\$0.68	\$28.83
		9.6	Engineering Technician (2-man crew)	2	\$60.00	\$120.00
		9.2	Project Manager	2	\$150.00	\$300.00
		3.4	Dynamic cone penetrometer (4 total)	4	\$10.00	\$40.00
		9.2	Project Manager	3	\$150.00	\$450.00
						Subtotal \$938.83
TTPC.012	8/6/2023	Laboratory Testing Report				
		1.3	Moisture Content	1	\$10.00	\$10.00
		4.1	Molding of soil-cement compression test s	6	\$31.25	\$187.50
		1.6.1	Gradation (4 total)	4	\$20.00	\$80.00
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
						Subtotal \$390.00

DUDLEY

GEOTECHNICAL | STRUCTURAL | ENVIRONMENTAL

Report No.	Report Date	Description	Service	Quantity (units)	Unit Rate (\$/unit)	Total (\$)
TTPC.013	8/6/2023	Laboratory Testing Report				
		1.3	Moisture Content	1	\$10.00	\$10.00
		4.1	Molding of soil-cement compression test s	6	\$31.25	\$187.50
		1.6.1	Gradation (4 total)	4	\$20.00	\$80.00
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
Subtotal						\$390.00
TTPC.014	8/6/2023	Laboratory Testing Report				
		1.3	Moisture Content	1	\$10.00	\$10.00
		4.1	Molding of soil-cement compression test s	6	\$31.25	\$187.50
		1.6.1	Gradation (4 total)	4	\$20.00	\$80.00
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
Subtotal						\$390.00
TTPC.015	8/7/2023	Laboratory Testing Report				
		1.3	Moisture Content	1	\$10.00	\$10.00
		4.1	Molding of soil-cement compression test s	6	\$31.25	\$187.50
		1.6.1	Gradation (4 total)	4	\$20.00	\$80.00
		4.11	Compressive strength soil-cement cylinde	3	\$20.00	\$60.00
		1.3	Moisture Content	3	\$10.00	\$30.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
Subtotal						\$390.00
TTPC.016	8/7/2023	Field Testing Report				
		11.1	Support Truck	42.4	\$0.68	\$28.83
		9.6	Engineering Technician	2	\$60.00	\$120.00
		5.2	In-Place Moisture/Density Tests	2	\$25.00	\$50.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
Subtotal						\$221.33
TTPC.0017	8/7/2023	Field Testing Report				
		11.1	Support Truck	42.4	\$0.68	\$28.83
		9.6	Engineering Technician	2	\$60.00	\$120.00
		5.2	In-Place Moisture/Density Tests	2	\$25.00	\$50.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
Subtotal						\$221.33
--	8/7/2023	Field Work - Coring Cement Stabilized Sand (No Report Generated)				
		11.1	Support Truck	42.4	\$0.68	\$28.83
		9.5	Senior Engineering Technician	2	\$75.00	\$150.00
		9.6	Engineering Technician	2	\$60.00	\$120.00
		1.11	Concrete coring equipment	2	\$50.00	\$100.00
		9.4	Laboratory Manager	0.25	\$90.00	\$22.50
Subtotal						\$421.33

Invoice Total: \$ 6,207.98



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 7/2/2024

ITEM: Permission requested to advertise an auction of surplus property.

TO: Commissioners Court

FROM: Josue Loyola

DATE: 06/27/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

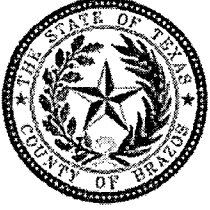
Description

Type

[Request to Advertise.doc](#)

Request to Advertise.

Backup Material



Brazos County Purchasing Department

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

BRAZOS COUNTY AUCTION DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise the following:

DATE: July 2nd, 2024

AUCTION RUN DATES: Start July 19th, 2024 – August 2nd, 2024

REQUESTING DEPARTMENT: Purchasing

TYPES OF ITEMS BEING AUCTIONED: Furniture, Computers, Equipment, Misc. Items

APPROVAL SIGNATURE: _____

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

Duane Peters, County Judge

DATE APPROVED: _____

July 2, 2024



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval of MOU Renewal with Bryan ISD for Juvenile Justice Alternative Education Services.
TO: Commissioners Court
FROM: Linda Ricketson
DATE: 06/24/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Approval

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
JJAEP MOU Bryan ISD 2024-2025.pdf	2024-2025 MOU BISD and JJAEP	Backup Material

**2024-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY JUVENILE SERVICES
ACADEMY/JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
AND BRYAN INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and Bryan Independent School District (“BISD”) whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and Bryan Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. Discretionary Expulsions. Students may be assigned to the JJAEP when they have been expelled from BISD for committing one of the offenses listed in the “Attachment A” deemed to be a discretionary expulsion by the Texas Education Code (“TEC”), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. Mandatory Expulsion. Students shall be assigned to the JJAEP when they have received a mandatory expulsion from BISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. Notification Procedures. BISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable upon BISD’s identification of a student who it reasonably believes has engaged in delinquent or criminal conduct for which the student will be subject to mandatory or

discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Code Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. BISD is responsible for providing special education services for BISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders may be placed by BISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B of this MOU.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to BISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Homebound Students. JJAEP does not provide services to students who qualify for and are receiving homebound education services.
- H. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from BISD on a discretionary basis will be determined by the JJAEP and BISD on a case-by-case basis following BISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by BISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than, thirty (30) instructional days but not to exceed one Year unless otherwise required by law. Students being discharged from the JJAEP shall be released at the end of a grading period back to BISD.
- B. Notification. The JJAEP shall provide a basic schedule of instruction to the home district of each student within five business days of enrollment.
- C. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A

student expelled from the student's regular campus for a period of one (1) calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.

D. Mandatory and Discretionary Placements. A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to BISD upon the first of these events to occur:

1. The charges are dismissed or reduced to an offense not eligible for expulsion.
2. The student is acquitted.
3. The student is discharged from juvenile probation or from conditions of release.
4. The student completes the term of placement.
5. The student graduates from high school.
6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

E. Student Releases. The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the BISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved, death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.

F. Maximum Student Population. The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30) enrolled

students the JJAEP may:

1. Discharge and return discretionary expulsions enrolled at the JJAEP back to BISD to reduce the population; and / or,
 2. Refuse or deny any new discretionary expulsions from BISD.
- G. Referrals. BISD shall be allowed no more than four (4) discretionary referrals at any one time.

V. SPECIAL PROGRAMS

Special Education and 504.

- A. Initial ARD or 504 Committee. A BISD student who commits an offense and has been identified by BISD as having a disability may be expelled from BISD only after a duly constituted Admission, Review and Dismissal (“ARD”) Committee determines that the alleged offense is not a manifestation of the student’s disability in accordance with applicable state and federal laws. BISD shall invite the JJAEP Administrator or the administrator’s designee to an ARD committee meeting convened to discuss a BISD student’s expulsion. BISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student’s current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any BISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student’s disability as it relates to the alleged misbehavior should result in the student’s expulsion.
- B. Section-504-Eligible Students. (1) The JJAEP will ensure, in collaboration with BISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.
- C. English as a Second Language (ESL). (1) The JJAEP, in collaboration with BISD, will ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.
- D. IEP and BIP. BISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or

BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.

1. Responsibility. Ultimately, BISD is responsible to ensure that appropriate programs and services, as articulated in a BISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by BISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. Amendments. The JJAEP Administrator or designee will notify BISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a BISD student. BISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a BISD student will be effectuated through the BISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of BISD's request.
- E. Suspected Disability. If a BISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, BISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any BISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by BISD to the extent that the JJAEP cannot provide the service and BISD is notified of the need to provide the service.
- F. Change of Residence. Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP, shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.
- G. Special Education Eligibility. In any instance where a BISD JJAEP student who was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to BISD and now qualifies for special education services, an ARD Committee meeting will be convened with representatives from the expelling ISD, BISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay a cost for the placement to the JJAEP. BISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within BISD. BISD shall be responsible for the provision of special education services as deemed

necessary by the respective evaluation team.

- H. Accountability. Academic accountability for BISD students placed at the JJAEP shall remain with BISD. The eligibility folder will stay with BISD, and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. Addressing Concerns. After placement of a BISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to BISD. BISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. BISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. If the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. Notices. The notices required in Article IV of this MOU must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. List of Students. JJAEP staff will provide BISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will timely update BISD as to any changes to that list through the date of testing.
- B. Answer Sheets. BISD is responsible for securing, coding, and delivering all answer sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. BISD will also provide additional answer documents to cover students that enroll after the list of students was provided to BISD.
- C. Modifications. BISD will assist the JJAEP staff to ensure implementation of modifications articulated in the IEPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services, and speakers of languages other than English. If the modifications exceed what the JJAEP can reasonably implement, BISD remains responsible for ensuring that the student has access to the necessary modifications by whatever means BISD deems most appropriate.
- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making

necessary arrangements to retrieve all completed student answer sheets attributed to BISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.

- E. Submitting Answer Sheets. BISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist BISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by BISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJD") for those students who meet the prescribed TJJD eligibility requirements. In addition to the payment received from TJJD, BISD will pay for the attendance of such students at the rate of \$27.64 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) BISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. BISD shall forward funds received for these students from the Texas Education Agency based on BISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. BISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of BISD. BISD is responsible for either transporting the students or information parents of their responsibility to transport their children to and from the JJAEP. BISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom special transportation is required by the students Individual Education Plan (IEP) will receive transportation from BISD.

VIII. TRANSITION

Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send BISD a

transition file that includes:

- A. The student's grades converted to numeric scores; when requested by BISD, course completions will be reported.
- B. A behavior summary, recommendations and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2024 continuing through, and including, July 31, 2025. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2024, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and Bryan Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties and subsequently attached hereto.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the 21 day of June, 2024.

Brazos County Juvenile Board

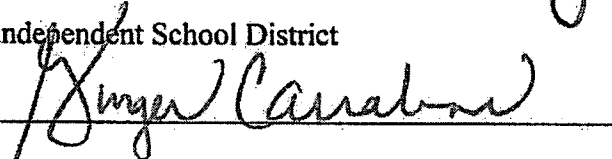
By: 

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the 17 day of June, 2024.

Bryan Independent School District

By: 

Name: Ginger Carrabine

Title: Superintendent

ON July 2, 2024, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Brazos County Commissioners Court

By: 

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

7/2/2024
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval of MOU Renewal with College Station ISD for Juvenile Justice Alternative Education Services.
TO: Commissioners Court
FROM: Linda Ricketson
DATE: 06/24/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Approval

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
JJAEP MOU College Station ISD 2024-2025.pdf	2024-2025 MOU CSISD and JJAEP	Backup Material

**2024-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM/ACADEMY
AND
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and College Station Independent School District ("CSISD") whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and College Station Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. Discretionary Expulsions. Students may be assigned to the JJAEP when they have been expelled from CSISD for committing one of the offenses listed in the "Attachment A" deemed to be a discretionary expulsion by the Texas Education Code ("TEC"), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. Mandatory Expulsion. Students shall be assigned to the JJAEP when they have received a mandatory expulsion from CSISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. Notification Procedures. CSISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable upon CSISD's identification of a student who it reasonably

believes has engaged in delinquent or criminal conduct for which the student will be subject to mandatory or discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. CSISD is responsible for providing special education services for CSISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Brazos County may be placed by CSISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B.5 of this MOU. Only students who are Brazos County residents may be placed in the JJAEP under this provision.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to CSISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Pregnant Students. The JJAEP shall not accept nor keep enrolled any student who is pregnant due to the physical activity component required by the program. Additionally, the JJAEP is unable to provide homebound education services if/when the need arises.
- H. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from CSISD on a discretionary basis will be determined by the JJAEP and CSISD on a case-by-case basis following CSISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by CSISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than, thirty (30) instructional days but not to exceed one year unless otherwise required by law. Students being discharged from the JJAEP may be released at the end of a grading period back to CSISD.
- B. Notification. The JJAEP shall provide a basic schedule of instruction to the home

district of each student within five business days of enrollment.

- C. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one (1) calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.
- D. Mandatory and Discretionary Placements. A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to CSISD upon the first of these events to occur:
1. The charges are dismissed or reduced to an offense not eligible for expulsion.
 2. The student is acquitted.
 3. The student is discharged from juvenile probation or from conditions of release.
 4. The student completes the term of placement.
 5. The student graduates from high school.
 6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
 7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

- E. Student Releases. The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the CSISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved,

- death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.

F. Maximum Student Population. The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30) enrolled students the JJAEP may.

1. Discharge and return discretionary expulsions enrolled at the JJAEP back to CSISD to reduce the population; and / or,
2. Refuse or deny any new discretionary expulsions from CSISD.

G. Referrals. CSISD shall be allowed no more than four (4) discretionary referrals at any one time.

V. SPECIAL PROGRAMS

Special Education and 504.

A. Initial ARD or 504 Committee. A CSISD student who commits an offense and has been identified by CSISD as having a disability may be expelled from CSISD only after a duly constituted Admission, Review and Dismissal ("ARD") Committee determines that the alleged offense is not a manifestation of the student's disability in accordance with applicable state and federal laws. CSISD shall invite the JJAEP Administrator or the administrator's designee to an ARD committee meeting convened to discuss a CSISD student's expulsion. CSISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student's current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any CSISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student's disability as it relates to the alleged misbehavior should result in the student's expulsion.

B. Section-504-Eligible Students. (1) The JJAEP will ensure, in collaboration with CSISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.

C. English as a Second Language (ESL). (1) The JJAEP, in collaboration with CSISD, will ensure that a student who is non-English speaking or who speaks

English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.

- D. IEP and BIP. CSISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.
1. Responsibility. Ultimately, CSISD is responsible to ensure that appropriate programs and services, as articulated in a CSISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by CSISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. Amendments. The JJAEP Administrator or designee will notify CSISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a CSISD student. CSISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a CSISD student will be effectuated through the CSISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of CSISD's request.
- E. Suspected Disability. If a CSISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, CSISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any CSISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by CSISD to the extent that the JJAEP cannot provide the service and CSISD is notified of the need to provide the service.
- F. Change of Residence. Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP, shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.
- G. Special Education Eligibility. In any instance where a CSISD JJAEP student who

was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to CSISD and now qualifies for special education services, an ARD Committee meeting will be convened with representatives from the expelling ISD, CSISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay a cost for the placement to the JJAEP. CSISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within CSISD. CSISD shall be responsible for the provision of special education services as deemed necessary by the respective evaluation team. Students who meet the criteria for an intellectual disability are not eligible for the Academy Program.

- H. Accountability. Accountability for CSISD students placed at the JJAEP shall remain with CSISD. The eligibility folder will stay with CSISD, and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. Addressing Concerns. After placement of a CSISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to CSISD. CSISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. CSISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. IF the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. Notices. The notices required in the Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. List of Students. JJAEP staff will provide CSISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will update CSISD in a timely manner as to any changes to that list through the date of testing.

- B. Answer Sheets. CSISD is responsible for securing, coding, and delivering all answer sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. CSISD will also provide additional answer documents to cover students that enroll after the list of students was provided to CSISD.
- C. Modifications. CSISD will assist the JJAEP staff to ensure implementation of modifications articulated in the IEPS and/or BIPs for standardized testing, as appropriate, for students receiving special education services, and speakers of languages other than English. If the modifications exceed what the JJAEP can reasonably implement, CSISD remains responsible for ensuring that the student has access to the necessary modifications by whatever means CSISD deems most appropriate.
- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making necessary arrangements to retrieve all completed student answer sheets attributed to CSISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.
- E. Submitting Answer Sheets. CSISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist CSISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by CSISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJD") for those students who meet the prescribed TJJD eligibility requirements. In addition to the payment received from TJJD, CSISD will pay for the attendance of such students at the rate of \$33.71 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) CSISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. CSISD shall forward funds received for these students from the Texas Education Agency based on CSISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. CSISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of CSISD. CSISD is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJAEP. CSISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom special transportation is required by the students Individual Education Plan (IEP) will receive transportation from CSISD.

VIII. TRANSITION

Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send CSISD a transition file that includes:

- A. The student's grades converted to numeric scores; when requested by CSISD, course completions will be reported.
- B. A behavior summary, recommendations, and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2024, continuing through, and including, July 31, 2025. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2025, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and College Station Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the 21 day of June, 2024.

Brazos County Juvenile Board

By: 

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the 22 day of May, 2024.

College Station Independent School District

By: 

Name: Dr. Tim Harkrider

Title: Superintendent

ON July 2, 2024, FULLY EXECUTED IN
DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN
ORIGINAL.

Brazos County Commissioners Court

By: 

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332

Date

7/2/2024

Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval of MOU Renewal with Hearne ISD for Juvenile Justice Alternative Education Program Services.
TO: Commissioners Court
FROM: Linda Ricketson
DATE: 06/24/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Approval

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
JJAEP MOU Hearne ISD 2024-2025.pdf	2024-2025 MOU HISD and JJAEP	Backup Material

**2024-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM/ACADEMY
AND
HEARNE INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and Hearne Independent School District (“HISD”) whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and Hearne Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. Discretionary Expulsions. Students may be assigned to the JJAEP when they have been expelled from HISD for committing one of the offenses listed in the “Attachment A” deemed to be a discretionary expulsion by the Texas Education Code (“TEC”), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. Mandatory Expulsion. Students may be assigned to the JJAEP when they have received a mandatory expulsion from HISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. Notification Procedures. HISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable

upon HISD's identification of a student who it reasonably believes has engaged in delinquent or criminal conduct for which the student will be subject to mandatory or discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. HISD is responsible for providing special education services for HISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Brazos County may be placed by HISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B.5 of this MOU. Only students who are Brazos County residents may be placed in the JJAEP under this provision.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to HISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Pregnant Students. The JJAEP shall not accept nor keep enrolled any student who is pregnant due to the physical activity component required by the program. Additionally, the JJAEP is unable to provide homebound education services if/when the need arises.
- H. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from HISD on a discretionary basis will be determined by the JJAEP and HISD on a case-by-case basis following HISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by HISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than thirty (30) instructional days but not to exceed one year unless otherwise required by law. Students being discharged from the JJAEP may be released at the end of a grading period back to HISD.

- B. Notification. The JJAEP shall provide a basic schedule of instruction to the home district of each student within five business days of enrollment.
- C. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one (1) calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.
- D. Mandatory and Discretionary Placements. A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to HISD upon the first of these events to occur:
1. The charges are dismissed or reduced to an offense not eligible for expulsion.
 2. The student is acquitted.
 3. The student is discharged from juvenile probation or from conditions of release.
 4. The student completes the term of placement.
 5. The student graduates from high school.
 6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
 7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

- E. Student Releases. The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the HISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved,

- death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.
- F. Maximum Student Population. The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30) enrolled students the JJAEP may:
1. Discharge and return discretionary expulsions enrolled at the JJAEP back to HISD to reduce the population; and / or,
 2. Refuse or deny any new discretionary expulsions from HISD.
- G. Referrals. HISD shall be allowed no more than four (4) discretionary referrals at any one time.

V. SPECIAL PROGRAMS

Special Education and 504.

- A. Initial ARD or 504 Committee. A HISD student who commits an offense and has been identified by HISD as having a disability may be expelled from HISD only after a duly constituted Admission, Review and Dismissal ("ARD") Committee determines that the alleged offense is not a manifestation of the student's disability in accordance with applicable state and federal laws. HISD shall invite the JJAEP Administrator or the administrator's designee to an ARD committee meeting convened to discuss a HISD student's expulsion. HISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student's current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any HISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student's disability as it relates to the alleged misbehavior should result in the student's expulsion.
- B. Section-504-Eligible Students. (1) The JJAEP will ensure, in collaboration with HISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.
- C. English as a Second Language (ESL). (1) The JJAEP, in collaboration with HISD, will ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his

or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.

- D. IEP and BIP. HISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.
1. Responsibility. Ultimately, HISD is responsible to ensure that appropriate programs and services, as articulated in a HISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by HISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. Amendments. The JJAEP Administrator or designee will notify HISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a HISD student. HISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a HISD student will be effectuated through the HISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of HISD's request.
- E. Suspected Disability. If a HISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, HISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any HISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by HISD to the extent that the JJAEP cannot provide the service and HISD is notified of the need to provide the service.
- F. Change of Residence. Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP, shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.
- G. Special Education Eligibility. In any instance where a HISD JJAEP student who was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to HISD and now qualifies for special education services, an

ARD Committee meeting will be convened with representatives from the expelling ISD, HISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay a cost for the placement to the JJAEP. HISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within HISD. HISD shall be responsible for the provision of special education services as deemed necessary by the respective evaluation team. Students who meet the criteria for an intellectual disability are not eligible for the Academy Program.

- H. Accountability. Accountability for HISD students placed at the JJAEP shall remain with HISD. The eligibility folder will stay with HISD, and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. Addressing Concerns. After placement of a HISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to HISD. HISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. HISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. If the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. Notices. The notices required in the Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. List of Students. JJAEP staff will provide HISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will update HISD in a timely manner as to any changes to that list through the date of testing.
- B. Answer Sheets. HISD is responsible for securing, coding, and delivering all answer sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. HISD will also provide additional answer documents to cover students that enroll after the list of students was provided to HISD.

- C. Modifications. HISD will assist the JJAEP staff to ensure implementation of modifications articulated in the IEPS and/or BIPs for standardized testing, as appropriate, for students receiving special education services, and speakers of languages other than English. If the modifications exceed what the JJAEP can reasonably implement, HISD remains responsible for ensuring that the student has access to the necessary modifications by whatever means HISD deems most appropriate.
- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making necessary arrangements to retrieve all completed student answer sheets attributed to HISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.
- E. Submitting Answer Sheets. HISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist HISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by HISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJD") for those students who meet the prescribed TJJD eligibility requirements. In addition to the payment received from TJJD, HISD will pay for the attendance of such students at the rate of \$33.71 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) HISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. HISD shall forward funds received for these students from the Texas Education Agency based on HISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. HISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of HISD. HISD is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJAEP. HISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom

special transportation is required by the students Individual Education Plan (IEP) will receive transportation from HISD.

VIII. TRANSITION

Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send HISD a transition file that includes:

- A. The student's grades converted to numeric scores; when requested by HISD, course completions will be reported.
- B. A behavior summary, recommendations, and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM


This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2024, continuing through, and including, July 31, 2025. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2025, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and Hearne Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party, that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the 21 day of June, 2024.

Brazos County Juvenile Board

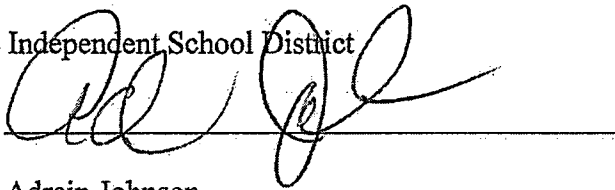
By: 

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the 4 day of June, 2024.

Hearne Independent School District

By: 

Name: Adrain Johnson

Title: Superintendent

ON July 2, 2024, FULLY EXECUTED IN DUPLICATE,
EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Brazos County Commissioners Court

By: 

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

7/21/2024
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval of MOU Renewal with Navasota ISD for Juvenile Justice Alternative Education Program Services.
TO: Commissioners Court
FROM: Linda Ricketson
DATE: 06/24/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Approval

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
JJAEP MOU Navasota ISD 2024-2025.pdf	2024-2025 MOU NISD and JJAEP	Backup Material

**2024-2025 MEMORANDUM OF UNDERSTANDING BETWEEN
BRAZOS COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM/ACADEMY
AND
NAVASOTA INDEPENDENT SCHOOL DISTRICT**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Brazos County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and Navasota Independent School District ("NISD") whose students are subject to placement in the Brazos County Juvenile Services Academy / Juvenile Justice Alternative Education Program (the Program of JJAEP). It establishes roles and responsibilities relating to the Brazos County Juvenile Justice Alternative Education Program and Navasota Independent School District. This Memorandum of Understanding is an inter-local agreement entered into pursuant to Texas Education Code, Chapter 37 and Texas Government Code Chapter 791.

II. PROGRAM GOALS

The major goals for the Program in providing services for the students are: (1) to provide a continuum of educational services; (2) to establish consistency, predictability, and appropriateness of student placement following expulsion from their regular school program; (3) to return the expelled student to a regular school setting as soon as appropriate; (4) to impress upon the expelled student that there are progressive sanctions for engaging in criminal and delinquent behavior in the public school setting; (5) to provide educational and placement options for the Brazos County juvenile courts; and (6) to enable the expelled student to perform academically at their appropriate grade level.

III. STUDENT ELIGIBILITY

Students will be assigned to the Brazos County Juvenile Services Academy/Juvenile Justice Alternative Education Program (JJAEP) only as set forth by the provision of this MOU.

- A. **Discretionary Expulsions.** Students may be assigned to the JJAEP when they have been expelled from NISD for committing one of the offenses listed in the "Attachment A" deemed to be a discretionary expulsion by the Texas Education Code ("TEC"), as listed under TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.0081(b) (Discretionary Expulsion).
- B. **Mandatory Expulsion.** Students shall be assigned to the JJAEP when they have received a mandatory expulsion from NISD for committing one of the delinquent or criminal offenses deemed to require a mandatory expulsion under TEC Section 37.007 (a), (d), and (e) (Mandatory Expulsion).
- C. **Notification Procedures.** NISD shall notify the appropriate local law enforcement agency and/or the juvenile and juvenile department in writing as soon as practicable

upon NISD's identification of a student who it reasonably believes has engaged in delinquent or criminal conduct for which the student will be subject to mandatory or discretionary expulsion. Such notice shall be given in addition to any notice required under Texas Family Sec. 52.041.

- D. Court-Ordered Placements. Students may be placed in the JJAEP by a Brazos County Juvenile Court when they have been adjudicated or placed on conditions of release for delinquent conduct. NISD is responsible for providing special education services for NISD students, as articulated in the students' IEPs and/or BIPs when such services are not provided by the JJAEP.
- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Brazos County may be placed by NISD in the JJAEP as provided in Subchapter I of Chapter 37 of the TEC and in accordance with the conditions set out in Section III.B.5 of this MOU. Only students who are Brazos County residents may be placed in the JJAEP under this provision.
- F. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJAEP Program behavior expectations as determined by the JJAEP Administrator, the student shall be returned to NISD for disposition. The JJAEP shall not accept nor keep enrolled any student who is 18 years of age or older.
- G. Pregnant Students. The JJAEP shall not accept nor keep enrolled any student who is pregnant due to the physical activity component required by the program. Additionally, the JJAEP is unable to provide homebound education services if/when the need arises.
- H. Mandatory and Discretionary Placements. Students expelled into the JJAEP shall only be accepted or remain in the JJAEP if ordered as a condition of court ordered juvenile probation or on a condition of release for "Delinquent Conduct" (as defined by Texas Family Code Chapter 51) by a Brazos County juvenile judge or Brazos County juvenile referee. Eligibility of any other student expelled from NISD on a discretionary basis will be determined by the JJAEP and NISD on a case-by-case basis following NISD hearing on recommended expulsion. The JJAEP will be notified of such hearings and permitted to attend.

IV. STUDENT PLACEMENT

Term of Assignment to the JJAEP

- A. Term of Assignment. The discretionary expulsion or placement order by NISD shall specify the number of days or term of the expulsion or placement. For the purpose of this Article, one hundred eighty (180) enrolled instructional days is a year (Year). Minimum placement will be no less than, thirty (30) instructional days but not to exceed one year unless otherwise required by law. Students being discharged from the JJAEP may be released at the end of a grading period back to NISD.

- B. **Notification.** The JJAEP shall provide a basic schedule of instruction to the home district of each student within five business days of enrollment.
- C. **Mandatory Expulsions.** A student's original term of expulsion for a mandatory offense may not exceed one (1) calendar year. A student's total assignment to the JJAEP for the Mandatory Expulsion may not exceed one (1) year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one (1) calendar year in accordance with federal law may be assigned to the JJAEP for one (1) calendar year.
- D. **Mandatory and Discretionary Placements.** A student who is assigned to the JJAEP due to a Mandatory or Discretionary Expulsion shall be returned to NISD upon the first of these events to occur:
1. The charges are dismissed or reduced to an offense not eligible for expulsion.
 2. The student is acquitted.
 3. The student is discharged from juvenile probation or from conditions of release.
 4. The student completes the term of placement.
 5. The student graduates from high school.
 6. The student's assignment at the JJAEP reaches one hundred eighty (180) enrolled instructional days; or,
 7. The student successfully completes the JJAEP Program.

At the discretion of the Brazos County JJAEP, any mandatory or discretionary student may be returned to their home district for persistent disruption of program and/or failure to attend school (including leaving the campus without permission).

- E. **Student Releases.** The JJAEP staff may recommend students who demonstrate exemplary performance for early release and alternatively, may recommend expulsion term extensions for students who do not satisfactorily complete the JJAEP program. The final determination to extend a student's expulsion term is that of the NISD.

A student's assignment to the JJAEP shall terminate at the earliest of one of the following dates:

1. Successful completion of the expulsion term.
2. Early release pursuant to the preceding paragraph.
3. One of the seven "Exit Reasons" described in Texas Juvenile Justice Department 348 standards:
 - a. Completed program / returned to home school while on probation.
 - b. Completed program / term of probation expired.
 - c. Completed program / term of placement expired.
 - d. GED completion
 - e. Graduated
 - f. Left program incomplete.
 - g. Other – left program for non-delinquency reason such as moved,

- death, or medical reason; or,
4. The student's assignment to the JJAEP reaches one hundred eighty (180) enrolled instructional days.
- F. **Maximum Student Population.** The maximum student population shall not exceed thirty (30) students. In the event the JJAEP population exceeds thirty (30) enrolled students the JJAEP may.
1. Discharge and return discretionary expulsions enrolled at the JJAEP back to NISD to reduce the population; and / or,
 2. Refuse or deny any new discretionary expulsions from NISD.
- G. Referrals. NISD shall be allowed no more than one (1) discretionary referral at any one time.
- H. If any non-Brazos County NISD students are permitted to attend the Brazos County JJAEP, NISD agrees to pay the daily rate per student and understands that NISD and/or the youth's parent, guardian, or custodian are solely responsible for providing the necessary, daily transportation to and from the Brazos County JJAEP.

V. **SPECIAL PROGRAMS**

Special Education and 504.

- A. **Initial ARD or 504 Committee.** A NISD student who commits an offense and has been identified by NISD as having a disability may be expelled from NISD only after a duly constituted Admission, Review and Dismissal ("ARD") Committee determines that the alleged offense is not a manifestation of the student's disability in accordance with applicable state and federal laws. NISD shall invite the JJAEP Administrator or the administrator's designee to an ARD committee meeting convened to discuss a NISD student's expulsion. NISD must provide reasonable notice of the ARD committee meeting to the JJAEP administrator and to the parent consistent with federal and state law. A copy of the student's current individualized education program (IEP) and Behavior Intervention Plan (BIP) must be provided to the JJAEP Administrator with the notice. If the JJAEP Administrator or designee is unable to attend the ARD committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and implementation of the IEP or BIP in the JJAEP. Any NISD student who has been identified as a 504 eligible student may be expelled only after a 504 committee determines whether the student's disability as it relates to the alleged misbehavior should result in the student's expulsion.
- B. **Section-504-Eligible Students.** (1) The JJAEP will ensure, in collaboration with NISD, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations will be maintained for each student.

- C. English as a Second Language (ESL). (1) The JJAEP, in collaboration with NISD, will ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations will be maintained for each student.
- D. IEP and BIP. NISD Students with disabilities assigned to the JJAEP will be provided educational services determined by the ARD Committee, and articulated in the IEP and / or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP and / or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and modifications for the term of the student's tenure at the JJAEP.
1. Responsibility. Ultimately, NISD is responsible to ensure that appropriate programs and services, as articulated in a NISD student's IEP and/or BIP, are provided at the JJAEP continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services, 504 services or LPAC/ESL services. All related services articulated in students' IEPs must be provided by NISD. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters.
 2. Amendments. The JJAEP Administrator or designee will notify NISD if the JJAEP is unable to implement the services assigned to it in the IEP and/or BIP of a NISD student. NISD will convene an ARD Committee meeting, including the appropriate JJAEP personnel, to reconsider the placement of the student JJAEP, or amend the plans as deemed necessary. Any amendments to an IEP and/or BIP of a NISD student will be effectuated through the NISD ARD Committee. The JJAEP will provide a copy of each special education student's schedule within 5 school days of NISD's request.
- E. Suspected Disability. If a NISD student assigned to the JJAEP is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, NISD's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP staff will assist with the completion of the necessary referral documents. Any NISD student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by NISD to the extent that the JJAEP cannot provide the service and NISD is notified of the need to provide the service.
- F. Change of Residence. Students receiving special education services prior to their expulsion and who change residence to another ISD served by the JJAEP shall continue to be the responsibility of the expelling ISD for the duration of their expulsion.

- G. **Special Education Eligibility.** In any instance where a NISD JJAEP student who was not eligible for special education services at the time of the expulsion and/or who has not previously been admitted into a special education program, changes residence from the expelling ISD to NISD and now qualifies for special education services, an ARD Committee meeting will be convened with representatives from the expelling ISD, NISD, and JJAEP personnel. When a student is identified as a special education student and after consent is obtained for that student to receive services, the ISD of the new residence will accept full responsibility for the expelled student, claim Average Daily Attendance (ADA), provide any special education services articulated in the IEP and/or BIP that the JJAEP cannot provide, and be obligated to pay the cost for the placement to the JJAEP. NISD retains the authority to honor or terminate the expulsion and have the student attend one of the schools within NISD. NISD shall be responsible for the provision of special education services as deemed necessary by the respective evaluation team. Students who meet the criteria for an intellectual disability are not eligible for the Academy Program.
- H. **Accountability.** Accountability for NISD students placed at the JJAEP shall remain with NISD. The eligibility folder will stay with NISD and a working folder will be sent to the JJAEP prior to the intake appointment.
- I. **Addressing Concerns.** After placement of a NISD student in the JJAEP, if the JJAEP has concerns that the student's education or behavioral needs cannot be met in the JJAEP program, the JJAEP shall provide written notice of the specific concerns to NISD. NISD will conduct an ARD Committee meeting to reconsider the placement of the student into the JJAEP and to avoid disruption of services and/or an improper placement. NISD is responsible for providing notice to the JJAEP and to the parent of the ARD Committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD Committee meeting. IF the JJAEP Administrator or designee is unable to attend the ARD Committee meeting, the JJAEP representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls.
- J. **Notices.** The notices required in the Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term "native language" when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parent of the child.

V. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS

All state-required standardized tests will be administered to students enrolled at the JJAEP. The following responsibilities are assigned for administration of the tests:

- A. **List of Students.** JJAEP staff will provide NISD with a list of all students from that District enrolled at the JJAEP at least ten (10) school days prior to the date of administration of state-required standardized tests and will update NISD in a timely manner as to any changes to that list through the date of testing.
- B. **Answer Sheets.** NISD is responsible for securing, coding, and delivering all answer

sheets to the JJAEP Administrator or designee at least five (5) school days before the day of standardized test administration. NISD will also provide additional answer documents to cover students that enroll after the list of students was provided to NISD.

- C. Modifications. NISD will assist the JJAEP staff to ensure implementation of modifications articulated in the IEPS and/or BIPs for standardized testing, as appropriate, for students receiving special education services, and speakers of languages other than English. If the modifications exceed what the JJAEP can reasonably implement, NISD remains responsible for ensuring that the student has access to the necessary modifications by whatever means NISD deems most appropriate.
- D. Retrieving Completed Answer Sheets. The JJAEP is responsible for making necessary arrangements to retrieve all completed student answer sheets attributed to NISD's students enrolled at the JJAEP. This should occur at least ten (10) school days prior to the state-mandated ship date.
- E. Submitting Answer Sheets. NISD is responsible for obtaining the student answer sheets and is also responsible for returning all answer sheets and test booklets to the appropriate TEA contracted agent.
- F. Student Success Initiatives. The JJAEP will assist NISD in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

VI. FUNDING AND BILLING

- A. Mandatory Expulsions. Funding for expulsions deemed by NISD to be mandatory for purposes of Texas Education Code Chapter 37 will be provided by the Texas Juvenile Justice Department ("TJJD") for those students who meet the prescribed TJJD eligibility requirements. In addition to the payment received from TJJD, NISD will pay for the attendance of such students at the rate of \$27.64 per day.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC Section 37.007 (b), (c), (d), (f), or (i), and Section 37.008 (b) NISD shall pay the rate of \$106.00 per student per day of attendance at the JJAEP. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Court Ordered Placements. NISD shall forward funds received for these students from the Texas Education Agency based on NISD's daily attendance rate, hereinafter referred to as "Target Revenue", to Brazos County Juvenile Services.
- D. Payment. NISD shall make payment to the Juvenile Board through the Brazos County Auditor. Payment for the full amount hereunder shall be made payable to Brazos County within thirty (30) days after the invoice issued by the JJAEP Administrator.

VII. TRANSPORTATION

Participant ISD Responsibility. Transportation of students to and from the JJAEP shall be the sole responsibility of NISD. NISD is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJAEP. NISD shall provide all necessary security at the student pick up/drop off location(s). Special Education students for whom special transportation is required by the students Individual Education Plan (IEP) will receive transportation from NISD.

VIII. TRANSITION

Approaching a student's completion of his/her term at the JJAEP, JJAEP staff will send NISD a transition file that includes:

- A. The student's grades converted to numeric scores; when requested by NISD, course completions will be reported.
- B. A behavior summary, recommendations, and comments that suggest placement options that the JJAEP staff deems appropriate for the student returning to his/her home campus.
- C. Attendance information; and,
- D. Other recommendations and comments.

IX. PARTIAL INVALIDITY

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

X. TERM

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect as of August 1, 2024, continuing through, and including, July 31, 2025. This Agreement shall automatically renew each year on August 1st, beginning with August 1, 2025, unless notice of a party's intent not to renew is sent to the other party prior to July 15th of that year. The Brazos County Juvenile Board and Navasota Independent School District may modify this Agreement under terms as specified in a written addendum to be signed by all parties.

XI. INTEGRATION

This Memorandum of Understanding, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

AGREED AND EXECUTED this the 21 day of June, 2024.

~~Brazos County Juvenile Board~~

By: 

Name: Judge Duane Peters

Title: Chairman

AGREED AND EXECUTED this the 22 day of May, 2024.

Navasota Independent School District

By: 

Name: Dr. Stu Musick

Title: Superintendent

ON July 2, 2024, FULLY EXECUTED IN DUPLICATE,
EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Brazos County Commissioners Court

By: 

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503

Date

7/2/2024



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval of Amendment #1 Renewal to Contract #22-016 Global Positioning Monitoring for Brazos County with Recovery Monitoring Solutions, LLC.
TO: Commissioners Court
FROM: Presley Nelson
DATE: 06/26/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Fully_Executed_Contract.pdf	Original Contract	Backup Material
Amendment_Renewal.pdf	Amendment/Renewal	Backup Material

**AMENDMENT #1 TO 22-016- GLOBAL POSITIONING MONITORING
FOR BRAZOS COUNTY**

THIS AMENDMENT TO 22-016 Global Positioning Monitoring for Brazos County (“Amendment”) is entered into and effective 1st day of September, 2024 (“Effective Date”) through August 31, 2025 (“Expiration Date”) by and between **Brazos County** (“Customer”), and **Recovery Monitoring Solutions, LLC** (“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 contract #22-016 (“Agreement”) for purposes of Recovery Monitoring Solutions, LLC to provide global positioning monitoring for Brazos County; and

WHEREAS, the Parties desire to amend the services provided as set forth in original contract 22-016.

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. Move the main point of contact to provider’s Dallas office (9090 N Stemmons Freeway, Dallas, TX 75247) for day to day interactions.
2. Renewing the contract for an additional one (1) year term, expiring August 31, 2025. Renewal of contract will be known as 22-016.

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

7/2/2024

Date

Recovery Monitoring Solutions, LLC

Signature

WILL HASEK

Name

VICE PRESIDENT, CFO

Title

6/28/2024

Date



SERVICES OPERATIONS CONTRACT

**BRAZOS COUNTY
AND
BRAZOS COUNTY OFFICE OF THE SHERIFF**

**Global Positioning System Monitoring
Continuous Alcohol Monitoring
Radio Frequency Monitoring
Breath-Alcohol Testing**

This Operations Agreement (the "AGREEMENT") is made and entered into by and between **Recovery Monitoring Solutions Corporation dba Recovery Healthcare Corporation ("Recovery")** and

Brazos County and Brazos County Office of the Sheriff ("DEPARTMENT")
1700 Highway 21 West
Bryan, TX 77803
Phone: (979) 361-4900

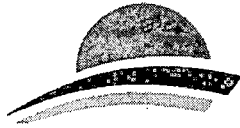
Appointment of Recovery. In accordance with the terms and conditions set forth herein, and in consideration of the payments hereinafter provided, **Recovery** is hereby appointed to provide to **Department**, and **Recovery** hereby agrees to furnish to **Department**, the Services provided for herein.

Term. This AGREEMENT shall become effective for a one (1) year period beginning on September 1, 2021 and ending on August 31, 2022 (unless terminated herein under the provisions below). The agreement shall automatically renew for another one (1) year term for a period not to exceed three (3) total years, unless either party provides notice to the other of its intent to terminate the agreement not less than thirty (30) days before the end of the then current term.

**ARTICLE I
RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 **Recovery** and the **Department** agree to the following rates for participant funded services:

FULL-SERVICE PROGRAMS	PARTICIPANT FUNDED	
	DAILY RATE	SET-UP FEE
GPS Monitoring Active	\$10.00	\$75.00 (Each New Enrollment)
GPS Monitoring Passive	\$8.00	\$75.00 (Each New Enrollment)



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FULL-SERVICE PROGRAMS	PARTICIPANT FUNDED	
	DAILY RATE	SET-UP FEE
RF Monitoring Landline	\$6.00	\$75.00 (Each New Enrollment)
RF Monitoring Cellular	\$8.00	\$75.00 (Each New Enrollment)
SCRAM CAM Continuous Alcohol Monitoring	\$10.00	\$75.00 (Each New Enrollment)
SCRAM CAM Ethernet	\$.50	
Breath Alcohol Testing	\$6.00	\$75.00 (Each New Enrollment)

1.2 **Certified Provider.** Recovery has been duly certified as a provider for GPS, SCRAM CAM Continuous Alcohol Monitoring System, and the SCRAM Remote Breath Alcohol Testing Device in the State of Texas.

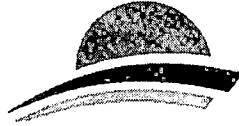
1.3 **Services.** Recovery shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, and services (except as may be furnished by the Department as specified in writing as part of this agreement) and do all things necessary for, or incidental to, the provision of the services.

1.4 **Court Testimony.** Recovery agrees to provide testimony in court, if required, at no additional cost to the Department with fourteen (14) calendar days' advance notice.

1.5 **Other: (Specific Requirements for Participant Funded Program)**

I. General Duties of Recovery:

- (a) Recovery may offer, with fourteen (14) day advanced notice and for no additional cost, on-site program training and assistance for the Department's staff to explain the procedures for installation, monitoring, maintenance, de-installation and utilization of the monitoring software systems;
- (b) Recovery (844) 909-8555 provides live technical support to assist Department staff with questions or issues that may arise with the Continuous Alcohol Monitoring (CAM) and Breath-Alcohol Testing (BAT) programs from 7:00 a.m. to 9:00 p.m., Monday through Saturday including holidays;
- (c) Recovery provides live technical support to assist Department staff with questions or issues that may arise with the GPS program 24 hours, seven days per week including holidays. Department staff should contact Recovery at (844) 909-8555 for issues pertaining to individual Participants or equipment repair needs;
- (d) Recovery will configure and establish automated notification programs, as applicable per technology, for alcohol and GPS monitoring technologies that include the system-generated automated text and electronic mail notifications to Department designees;



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- (e) **Recovery**, included in the fees, offers Enhanced GPS Monitoring consisting of:
- Violation alert management 24/7/365 including holidays;
 - After hours text message and/or e-mail notification to **Department** staff, if desired;
 - After hours telephonic contact with the participant to investigate specific alerts per **Department** protocol;
 - After hours e-mail reports from Central Monitoring Center staff to **Department** representatives of specified violations per **Department** Protocol;
 - **Recovery** will provide a template for the development of the **Department** Notification Protocol for Enhanced GPS Monitoring.
- (f) **Recovery** will require the participant to complete a Program Participant Agreement;
- (g) **Recovery** will abide sole responsibility for participant enrollment; program orientation; alcohol sobriety verification; violation reporting; participation fee collection; and equipment installation, troubleshooting, fit adjustments, maintenance, replacement, removal, and recovery;
- (h) **Recovery** will provide a program orientation consisting of an explanation of program rules and the proper maintenance, care, and operational features of the monitoring equipment;
- (i) **Recovery**, with the participant's cooperation, will make a good faith effort to schedule installation of monitoring equipment in accordance with the manufacturer's recommended guidelines and begin monitoring within forty-eight (48) business hours of referral for participants incarcerated within the State of Texas;
- (j) **Recovery** will monitor participants through the web-based, password protected information management system;
- (k) **Recovery** will provide written reports via e-mail of participant enrollment, non-compliance, termination, and any other information requested;
- (l) **Recovery** shall notify referring authorities of participant non-compliance (curfew violations, missed alcohol tests, alcohol detection or device manufacturer-confirmed consumption, equipment manipulation/obstructions/tampers, unauthorized device removal, etc.) and provide written reports as required by agreement with the referring agent, typically within twenty-four (24) hours of reporting the act of noncompliance;
- (m) **Recovery** will provide the **Department** with a monthly SCRAM CAM and Breath Alcohol Testing compliance report for each individual participating in the program;
- (n) **Recovery's** Dallas-based Division Managers will provide oversight to ensure prompt participant enrollment, secure monitoring, thorough documentation and timely dissemination of violation notifications;
- (o) **Recovery** will invoice self-pay participants in advance for the services provided;



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- (p) Recovery will initiate program termination proceedings in response to the following violations:
- GPS: When the participant has failed to pay the full outstanding balance of his/her participation fee account within the specified timeframe (please see Exhibit A).
 - SCRAM CAM: When the participant has failed to pay the full outstanding balance of his/her participation fee account within the specified timeframe (deactivation at **Recovery's** discretion – please see Exhibit A), or has committed certain program violations, including failure to return phone calls from **Recovery** staff in a timely manner, failure to download data from the SCRAM CAM device, and failure to report for equipment maintenance (deactivation requires **Department** approval – please see Exhibit B).
 - Breath-Alcohol Testing: When the participant has failed to pay the full outstanding balance of his/her participation fee account within the specified timeframe (deactivation coordinated with **Department** – please see Exhibit A), or has committed certain program violations, including failure to perform a test for 24 consecutive hours without authorization or failure to report for equipment maintenance.
- (q) After any participant-funded client has been incarcerated, incapacitated, or otherwise been determined by **Recovery** as unsuitable for participation in the electronic monitoring program for a period of three (3) consecutive calendar days, **Recovery** will request authorization from the **Department** to deactivate;
- (r) **Recovery** will pay the shipping costs for all equipment distributed to **Brazos County** via standard three (3) day delivery service;
- (s) **Recovery** will collect a deposit fee equal to the replacement costs of all equipment assigned to participants who reside or travel out of state for extended periods of time;
- (t) **Recovery** will terminate monitoring immediately upon written request from the **Department** and make a good faith effort to recover all equipment within twenty-four (24) hours of deactivation;
- (u) **Recovery** will abide the sole responsibility for collecting, from the participant/guardian, 100% of the cost for repairing or replacing all lost, damaged or stolen equipment;
- (v) **Recovery** will bill the participants for the replacement and repair costs of all lost, damaged and stolen equipment:

Attenti GPS Bracelet	\$1,000.00
Attenti GPS Charger	\$ 50.00
Attenti GPS Strap	\$ 20.00
Attenti GPS Beacon	\$ 400.00
Attenti RF Bracelet	\$ 300.00
Attenti RF Base Unit	\$ 300.00
Attenti RF Strap	\$ 20.00
Attenti RF Power Cord	\$ 50.00
Attenti RF Phone Cord	\$ 10.00



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SCRAM CAM Bracelet	\$1,300.00
SCRAM CAM Base Station	\$ 500.00
SCRAM CAM Strap	\$ 75.00
SCRAM CAM Power Cord	\$ 50.00
SCRAM CAM Phone Cord	\$ 10.00
Breath-Alcohol Device	\$ 800.00
Breath-Alcohol Charger	\$ 25.00
Breath-Alcohol Case	\$ 30.00

- (w) **Recovery** reserves the right to initiate criminal or civil action against any participant who is responsible for lost, damaged or stolen equipment.

II. General Duties of the Brazos County and the Office of the Brazos County Sheriff:

- (a) The **Department** will provide reasonable workspace for equipment installer(s), if applicable;
- (b) The **Department** will provide the name, job title, and contact information (e-mail address and phone number) for the person or persons designated to receive reports of non-compliance, notification of installation and de-installation, and other administrative and informational reports;
- (c) The **Department** will notify **Recovery** on or before the date that a different person(s) identified in paragraph (b) above has been designated to receive the reports or any revisions have been made to the existing individual's contact information;
- (d) The **Department** will provide initial and updated information for participants monitored on GPS/RF in a timely manner for required notification of law enforcement agencies or victim(s);
- (e) The **Department** will provide initial and updated information in a timely manner for the effective monitoring of participants on GPS/RF (curfew timeframes, inclusion zones, exclusion zones, etc.);
- (f) The **Department** will develop a **Department** Notification Protocol document should GPS Enhanced Monitoring be included in any **Department** program;
- (g) The **Department** will assist **Recovery** regain possession of all equipment within twenty-four (24) hours of deactivation;
- (h) The **Department** will report all incidents of lost, damaged and stolen equipment to **Recovery** within one (1) calendar day of discovering the event.

III. Limitations and Liabilities

- (a) **Recovery** expressly disclaims any warranty that its service or that its system is impervious to tampering. In no event shall **Recovery** be liable for any direct, indirect, special, consequential, or incidental damages in connection with or arising out of the performance or use of the products or services provided under this agreement or any orders hereunder. In no event shall **Recovery** assume or bear any responsibility or liability for acts that may be committed by a participant or persons subject to, using or monitoring the equipment;



Recovery Monitoring Solutions

- (b) **Recovery** shall not be liable for any failure or delay in performance of this agreement hereunder which is due in whole or in part to any cause beyond its control;
- (c) **Recovery** will maintain the right to conduct business development activities with other agencies, Courts, and service providers in **Brazos County, Texas**.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Recovery represents and warrants to and for the benefit of **DEPARTMENT** with the intent that **DEPARTMENT** rely thereon for the purposes hereof, the following:

2.1 Legal Status. **Recovery** (1) is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; (2) is duly qualified to conduct business in the State of Texas; and (3) has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this AGREEMENT has been duly authorized by all necessary action and will not violate any provision of current law or **Recovery's** charter or by-laws. The AGREEMENT has been duly executed and delivered by **Recovery** and, assuming due execution and delivery by **DEPARTMENT**, constitutes a legal, valid, and binding AGREEMENT enforceable against **Recovery** in accordance with its terms.

2.3 Taxes. **Recovery** has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount applicability or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owning. In accordance with 231.006 of the Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of **Recovery** and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under 231.006, Family Code, **Recovery** certifies that it is not ineligible to receive the Payments and acknowledges that this AGREEMENT may be terminated, and Payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the Payments made to **Recovery** will be expended for any consultant fees, honorariums, or any other compensation to any employee of **DEPARTMENT** or for unallowable costs as defined by the **DEPARTMENT**. **Recovery** shall expend Payments made hereunder solely for providing direct services and for reasonable and allowable expenses directly related to the provision of Services.

2.6 Non-Discrimination. In the performance hereof, **Recovery** warrants that it shall not discriminate against any employee, subcontractor, or participant on account of race, color, disability, religion, sex, national origin, age, or those who have or are perceived to have a disability because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. **Recovery** shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.



Recovery Monitoring Solutions

2.7 Non-Collusion. Recovery warrants that no Person, other than a bona fide employee, has been employed to solicit or secure this AGREEMENT with DEPARTMENT, and Recovery has not paid or agreed to pay any Person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift, or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this AGREEMENT without liability, or at its discretion to deduct from Payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

ARTICLE III GENERAL CONDITIONS

3.1 Duties and Obligations. Recovery shall provide the Services in compliance with applicable federal and state law, including all constitutional, legal and court ordered requirements, whether now in effect or hereafter affected or implemented.

3.2 Visitation by State Employees. Recovery shall at all times allow employees/agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by the DEPARTMENT to monitor the delivery of Services and contract compliance of the Recovery.

3.3 No Subcontractors. No subcontractor may be utilized by Recovery unless DEPARTMENT has furnished prior written approval.

3.4 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any participant through this AGREEMENT shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the participant's written consent as documented by a signed information release form. Recovery shall notify DEPARTMENT in writing if any legal process requires disclosure of a participant's record and shall obtain written acknowledgement of same from DEPARTMENT'S Authorized Representative.

3.5 Termination at Will. Either party may terminate this AGREEMENT for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating the AGREEMENT pursuant to this section shall be the payment to Recovery of Payments earned hereunder up to the date of termination. Recovery's only obligation for terminating this AGREEMENT pursuant to this section shall be to provide Services until the date of termination. Neither Recovery nor DEPARTMENT shall thereafter be entitled to any other compensation.

3.6 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of Services hereunder shall be retained by the Recovery for a period of five years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begins after DEPARTMENT has made the final Payment in accordance with this AGREEMENT. At the end of the five-year period, Recovery will request disposition instructions from DEPARTMENT.



**ARTICLE IV
ADMINISTRATION AND FISCAL SYSTEM**

4.1 Administrative Controls. **Recovery** shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expanded under this AGREEMENT.

4.2 Governing Board Responsibility. The appropriate governing board or entity of **Recovery** shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any AGREEMENT provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. **Recovery** shall not refer Participants for additional services without prior written approval of the **DEPARTMENT**. **Recovery** shall develop and implement written internal policies that may be reviewed by the **DEPARTMENT** to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with **Recovery** for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remuneration. Staff of **Recovery** shall not pay or receive any commission, consideration, or benefit of any kind related to the referral of a participant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. **Recovery** agrees to furnish **DEPARTMENT** with such information as may be required relating to the Services rendered hereunder. **Recovery** shall permit **DEPARTMENT** to audit and inspect records and reports and to evaluate the performance of Services at any time. **Recovery** shall provide reasonable access to all records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with **DEPARTMENT** in its performance of random or routine audits to determine the accuracy of **Recovery** reports.

4.6 Disclosure. **Recovery** is required to immediately or timely, as the case may be, disclose to **DEPARTMENT** the following:

- (a) If any Person who is an employee or director of **Recovery** is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, **Recovery** shall provide to **DEPARTMENT** timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
- (b) If any Person who is an employee, subcontractor, or director of **Recovery** is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof;
- (c) Report any actions or citations by federal, state, or local governmental agencies that may affect **Recovery's** licensure status or its ability to provide Services hereunder.

4.7 Withhold Payments. The **DEPARTMENT** may withhold payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate or untimely claim is resubmitted and/or corrected by **Recovery**. **Recovery** agrees to return any unearned amounts paid by the **DEPARTMENT** within (30) days following the final date of the contract period, or at the **DEPARTMENT'S** option, within thirty (30) days following the **DEPARTMENT'S** delivery to **Recovery** a notice that amounts paid are to be returned to the **DEPARTMENT**.



Recovery Monitoring Solutions

4.8 Accounting Records. Recovery agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this AGREEMENT in accordance with fund accounting principles.

4.9 Payments to Recovery. Recovery shall submit Monthly Invoices (in writing or electronically) as required herein and shall receive payments from DEPARTMENT based thereon, subject to the provisions in this AGREEMENT. Recovery will provide an itemized list of Services performed during the invoice period, including the names of all participants served, the service provided, and the amount of time rendered with each. DEPARTMENT agrees to pay Recovery within thirty (30) days after receipt of the Monthly Invoice.

4.10 Specific Measures. All terms of this AGREEMENT are subject to monitoring and verification; however, Recovery must have available for the DEPARTMENT'S inspection records to support performance of those measures outlined in Article I herein.

4.11 Misspent Funds. Recovery will refund expenditures of Recovery that are contrary to this AGREEMENT and deemed inappropriate by the DEPARTMENT or designee.

ARTICLE V DEFAULT AND TERMINATION

5.1 Default by Recovery Monitoring Solutions Corporation. Each of the following shall constitute an Event of Default on the part of the Recovery:

- a. A material failure to keep, observe, perform, meet, or comply with any covenant, term, or provision hereof, which failure continues for a period of twenty (20) days after receipt of Recovery of written notification thereof;
- b. (1) Admit in writing its inability to pay its debts;
(2) make a general assignment for the benefit of creditors;
(3) suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within sixty (60) days of such decree or order,
(4) suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing; or
(5) suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated with sixty (60) days after such issuance or levy, and
- c. The discovery by DEPARTMENT that any statement, representation of warranty in this AGREEMENT is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an Event of Default by Recovery, DEPARTMENT shall notify Recovery of such Event of Default, and subject to the time provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to, (a) suspend referral of participant; (b) suspend payment; (c) taking action to cure the Event of Default, in which case DEPARTMENT may offset against any Payments owed to Recovery all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such Event of Default; and (d) termination and removal of Recovery as provider of Services. In the event of Recovery's removal due to an Event of Default, DEPARTMENT shall have no further obligations to Recovery after such removal and in such event, Recovery agrees to cooperate with DEPARTMENT regarding a transition to new provider of Services.



Recovery Monitoring Solutions

5.3 Default by DEPARTMENT. The following shall constitute an Event of Default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after Payment is due any Payment required to be paid pursuant to the terms hereof.

5.4 Remedy of Recovery. Upon an Event of Default by DEPARTMENT, Recovery's sole remedy shall be to terminate this AGREEMENT. Upon such termination, Recovery shall be entitled to receive Payment from DEPARTMENT for all Services satisfactorily furnished hereunder up to and including the date of termination.

5.5 AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

ARTICLE VI INDEPENDENT CONTRACTOR

Recovery is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, Recovery is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principle-agent, or to otherwise create any liability for DEPARTMENT, the State of Texas and its offices, agents, and employees (hereafter, collectively referred to as the "State") whatsoever with respect to the indebtedness, liabilities, and obligations of Recovery or any other party. Recovery shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all Federal Income, F.I.C.A., and other taxes owed or claimed to be owed by Recovery, arising out of Recovery's association with DEPARTMENT pursuant hereto, and Recovery shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Force Majeure. Recovery and Department agree that Recovery shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, pandemics, acts of God or other cause beyond reasonable control of Recovery and the Department.

7.2 Inconsistencies. Where there exists any inconsistency between this AGREEMENT and other provisions of collateral contractual Agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.3 Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.4 Prohibition Against Assignment. There shall be no assignment or transfer of this AGREEMENT without the prior written consent of both parties.

7.5 Law of Texas. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in the county of the applicable judicial district in which this agreement was entered.



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7.6 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage paid.

7.7 Entire. This AGREEMENT incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written AGREEMENT. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

7.8 Amendment. No changes to this AGREEMENT shall be made except upon written agreement of both parties.

7.9 Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

7.10 Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

7.11 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT including the Exhibits attached hereto and incorporated herein by reference to be executed as of the date first above written.

Terry Fain
President/General Manager
Recovery

Honorable Duane Peters
County Judge, Brazos County
Brazos County

Date: June 29, 2021

Date: 7/20/21

ATTESTED:

Karen McQueen
County Clerk, Brazos County

Wayne Dickey
Sheriff, Brazos County

Date: 07/20/2021

Date: 07/21/2021



EXHIBIT A

**DEACTIVATION PROCEDURES FOR DELINQUENT ACCOUNTS ACCRUED
FOLLOWING INITIAL PROGRAM ENROLLMENT**

Business Day Action

- Day 1: If full payment for the current service period is not collected at time of enrollment, the Accounts Receivable Specialist will:
- Mail Ten Day Notice to Deactivate Letter
 - Establish a payment deadline for the participant to avoid deactivation
 - E-mail Ten Day Notice to Deactivate Letter to referring authority and follow up with phone call identifying the outstanding balance and payment deadline
- Day 4: If full payment is not received within three (3) days of mailing Ten Day Notice to Deactivate Letter, Accounts Receivable Specialist will:
- Contact participant by phone, text, or e-mail and warn that deactivation is imminent
- Day 7: If full payment is not received within six (6) days of mailing Ten Day Notice to Deactivate Letter, Accounts Receivable Specialist will:
- Contact participant by phone, text, or e-mail to remind him/her that deactivation is imminent; and
 - Remind the referring authority by e-mail and follow up phone call of the impending deactivation
- Day 11: If full payment is not received within ten (10) days of mailing Ten Day Notice to Deactivate Letter, Accounts Receivable Specialist will:
- Contact participant by phone, text, or e-mail and warn that deactivation will occur the next business day if payment is not received by 1:00p.m.; and
 - Notify the referring authority by e-mail and follow up phone call that deactivation will occur if payment is not received in full by the final deadline
- Day 12: If full payment is not received within eleven (11) days of mailing Ten Day Notice to Deactivate Letter, Accounts Receivable Specialist will:
- Contact participant by phone, text, or e-mail and remind him/her that deactivation will occur if payment is not received by 1:00p.m.;
 - Advise the participant of the date and time (no later than 5:00p.m. the following business day) that all equipment shall be returned to the originating office if payment will not be made;
 - Send an e-mail to the applicable Division Manager by 3:00p.m. authorizing deactivation upon the date of final deadline;
 - The responsible Technician will distribute a completed Deactivation Form to all interested parties by 4:30p.m. confirming deactivation;
 - Notify the referring authority of final deactivation via e-mail and follow up phone call no later than 5:00p.m.



EXHIBIT B

**DEACTIVATION PROCEDURES FOR
ALCOHOL MONITORING NON-COMPLIANCE**

Recovery shall adhere to the following procedure to obtain authorization from the referring authority prior to deactivating a participant for program non-compliance.

A. Day 1 (Initial Day of Alert Receipt).

1. The participant will be called at all available phone numbers;
2. Instructions necessary to effect alert resolution will be provided;
3. If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call); and
4. The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

B. Day 2:

1. If the participant has failed to respond, he/she will be called again with a reminder that his/her failure to resolve the alert will result in notification of the supervising officer on Day 3;
2. If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call); and
3. The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

C. Day 3:

1. If the participant continues to ignore Recovery's instructions, a third call will be placed to relay the same instructions delivered on Day 2;
2. If the individual fails to answer, instructions will be left for him/her to return the call (voicemail or message with person taking the call);
3. A Non-Compliance Notice letter will be completed and e-mailed to the supervising officer;
4. The contact/attempted contact will be documented in the web-based monitoring system's Case Management Notes.

D. Day 6:

1. If the participant's non-compliance continues and authorization for deactivation has not been received from the referring authority, a second Non-Compliance Notice letter will be e-mailed to the supervising officer documenting all efforts employed to regain compliance;
2. This action will be documented in the web-based monitoring system's Case Management Notes.



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E. Day 9:

1. If non-compliance persists, the procedures outlined in Day 3 will be repeated;
2. All actions will be documented in the web-based monitoring system's Case Management Notes.

F. Post Day 9:

1. If compliance is not regained and authorization for deactivation has not been obtained after delivery of the third Non-Compliance Notice letter, the participant's file will be transferred to the Weekly Notification List;
2. Recovery will continue to accept phone calls and visits from the participant but will suspend all attempts to initiate contact with him/her;
3. One (1) Non-Compliance Notice letter will be e-mailed to the supervising officer each week until the alert(s) is resolved or deactivation is endorsed by the referring authority.



EXHIBIT C

MONITORING EQUIPMENT RECOVERY

- I. Participant Financial Responsibility for Lost, Damaged or Stolen Monitoring Equipment
 - A. Participants are issued equipment in new or like new condition and are expected to return each piece in good working order with only a reasonable amount of wear and tear.
 - B. Participants who lose, steal, damage, or otherwise fail to return equipment will be instructed to reimburse Recovery in a lump sum payment or in accordance with the terms of the Equipment Restitution Schedule. This includes those articles lost – even as a result of the participant’s incarceration – or destroyed due to theft, fire, accidents, or any other event beyond the participant’s control.
 - C. Lost/Stolen Equipment: A significant, pre-determined portion of the value of the device and its key components (base station, multi-connect, beacon, etc.) shall be collected prior to issuance of another piece. Restitution for the remaining amount is due in three or fewer payments of equal sums. Before obtaining ancillary items such as straps, chargers, carrying cases, and power cords, participants shall render the entire cost in full.
 - D. Damaged Equipment: Participants shall pay a minimum \$75.00 non-refundable fee (or more if the manufacturer’s repair costs exceed that amount) prior to receipt of a replacement device for one that has been damaged. NOTE: This charge may be waived at the discretion of Recovery.
 - E. Malfunctioning Equipment: If returned within the first 30 days, participants will not be charged for replacement of malfunctioning equipment that bears no evidence of damage.
- II. Participant Legal Liability for Lost, Damaged or Stolen Monitoring Equipment
 - A. If any equipment remains unaccounted-for that was last known to be under the participant’s control, Recovery reserves the right to initiate the process of having criminal charges filed, in the county where installation took place, against participants who fail to reimburse the company for lost, damaged or unreturned equipment.
 - B. Attempt will be made to contact the participant at all phone numbers and e-mail addresses provided in the Program Participant Contract.
 - C. Thirty (30) days following issuance of an-unreturned equipment invoice to the participant, a First Letter will be mailed to his/hers last known address to warn that criminal charges may be filed if the equipment is not returned or reimbursement rendered within a reasonable period of time. The value of each missing piece shall be identified in the letter.
 - D. If the account is not reconciled within thirty (30) additional days, a certified Demand Letter will be delivered stating that criminal charges for Theft of Service will be filed if the equipment is not returned or reimbursement rendered within ten (10) days. The value of each missing piece shall be identified in the letter.
 - E. If the account is not reconciled within thirty (30) additional days or any returned equipment bears evidence of damage, the certified Demand Letter, Affidavit of Fact (Complaint), and a signed copy of the Program Participant Contract will be presented to the proper authorities and request the filing of criminal charges.



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- III. Participant Civil Liability for Lost, Damaged or Stolen Monitoring Equipment
- A. If returned equipment is not operating within the manufacturer's specifications or exhibits a degree of wear and tear that is deemed to be excessive, Recovery reserves the right to pursue civil action as follows:
1. Obtain written documentation of the manufacturer's estimated cost for equipment repair or replacement;
 2. Obtain photographs from the manufacturer, if applicable, showing the damaged parts;
 3. Invoice the participant for the actual cost of repair or replacement as determined by the manufacturer; and
 4. Request imposition of a special condition requiring restitution for equipment repair or replacement costs during the term of the participant's period of supervised probation.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval of Agreement #24-131 for Short-Term Detention of Juvenile Offenders with Fayette County.
TO: Commissioners Court
FROM: Josue Loyola
DATE: 06/27/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Partially_Executed_Agreement.pdf	Contract.	Backup Material

to secure the Outside Treatment at the expense of Juvenile Probation and agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Juvenile Probation officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from Juvenile Probation who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any juvenile court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Fayette County juvenile court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the detention order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the facility administrator and staff of the Facility.

E. Acceptance of a child by the Facility will be determined by Brazos County Juvenile Facility Staff. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated, and released by a medical professional and given written medical clearance.

If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Service Provider shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event longer than twenty-four (24) hours after notification. It will be the responsibility of Juvenile Probation, at its expense, to provide for the transportation for the removal of the child. Any child not removed from the facility within 24 hours will be transported by Service Provider to Juvenile Probation and Juvenile Probation will be charged the cost of staff, time, and fuel for the transportation. The daily rate of detention shall increase to \$200.00 for any child not removed within the 24-hour period.

Any damage to county property or juvenile facility fixtures will be paid for by the Juvenile Probation Department and charges will be filed against the juvenile with the Brazos County Sheriff's Department.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex, or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Juvenile Probation, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the court order issued at the conclusion of the initial detention hearing by the Judge of the appropriate juvenile court unless a new order has been issued authorizing the continued detention, and a copy of the new order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Juvenile Probation pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of Fayette County.

I. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

J. Service Provider shall provide twenty (24) hour supervision for each child, including supervision by detention staff during sleeping hours in a Secure Facility.

K. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.

L. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with the requirements of Special Education students and their needs.

M. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties functions, or pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Fayette County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of \$150.00 per day; the cost includes any duration during a 24-hour period for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Every child shall receive basic detention services. Additional services that require or request special accommodations, medications, including, but not limited to: psychological assessments, mental health care, medical treatment, Chapter 55 evaluations (fitness to proceed), special accommodation services, interpreters, special dietary needs, will be paid for by Juvenile Probation.
- 4.03 Psychological services may be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by Juvenile Probation.
- 4.04 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
- A. If Service Provider has an outside audit completed on a yearly basis which specifies

receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.

B. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

- 4.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.09 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V ADDITIONAL TERMS & AGREEMENTS

- 5.01 Prior to transporting a child to the Facility for placement in detention, Juvenile Probation shall call the Facility to ensure the child will be considered for acceptance. Placement of children by authorized officers of Juvenile Probation may be denied as determined by the Facility.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/authorization from the Juvenile Court of Fayette County.

ARTICLE VI EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and valuation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

- 6.04 Service Provider will keep a record of services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation and shall not disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 Allegations Occurring inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers, or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death, or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 979-968-6331 and Service Provider shall contact Juvenile Probation by telephone at 979-968-6865 within 24 hours.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department shall be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6716 or by email at abuse neglect@tjjd.texas.gov and

3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 979-968-6331.

8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death, or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX
CRIMINAL HISTORY SEARCHES

9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.

9.02 Criminal history searches shall include the following:

- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.

- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.
- 9.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - C. A current felony deferred adjudication, probation or parole;
 - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
 - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.06 Any of Service Provider's employees, interns, volunteers, or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 9.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

ARTICLE X
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;

- B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with children;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with children was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that are registered sex offenders; and
 - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether an existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XI
EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability, or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIII
OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV
DEFAULT

- 14.01 Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XV
TERMINATION

- 15.01 This Agreement may be terminated for any reason:
- A. By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B. Upon expenditure of available funds.
- 15.02 If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVI
WAIVER OF SUBROGATION

- 16.01 Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

- 17.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Brazos or any political subdivision thereof;
 - C. Brazos County will maintain in force policies of general liability insurance against loss to any person (\$100,000.00) or property occasioned by acts (\$100,000.00) or omissions of Service Provider providing limits of \$300,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence of property damage. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore, Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.

- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XVIII
TEXAS LAW TO APPLY

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas.

ARTICLE XIX
VENUE

- 19.01 Exclusive venue for any litigation arising from this Agreement shall be in Brazos County, Texas.

ARTICLE XX
LEGAL CONSTRUCTION

- 20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

- 21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the children placed in the Facility by the Judge of Fayette County having juvenile jurisdiction.

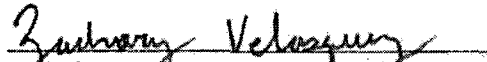
ARTICLE XXII
PRISON RAPE ELIMINATION ACT

- 22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §115.312(a)]

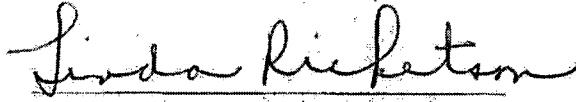
Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the

allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]


Fayette County Juvenile Probation


Chief Juvenile Probation Officer


Brazos County Juvenile Justice Center


Linda Ricketson, Executive Director

Fayette County



Authorized Official

Brazos County


Juvenile Board Chair
Authorized Official

BRAZOS COUNTY COMMISSIONERS COURT

ON July 2, 2024, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: 
Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval of Agreement #24-132 for Short-Term Detention of Juvenile Offenders with Cen-
Tex Regional Juvenile Services.
TO: Commissioners Court
FROM: Josue Loyola
DATE: 06/27/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Partially_Executed_Agreement.pdf	Contract.	Backup Material

- 1.03 Cen-Tex Regional Juvenile Services shall notify the youth and family that the evaluation will take place at the Brazos County Juvenile Services Department.
- 1.04 Cen-Tex Regional Juvenile Services shall allow Brazos County Juvenile Services the amount of time required to complete the evaluation; time shall not exceed 45 days.
- 1.05 Cen-Tex Regional Juvenile Services agrees to pay Brazos County Juvenile Services the amount of \$500.00 for each completed court ordered psychological and \$1,000.00 for each certification evaluation within ten business days after receipt of an accurate invoice.
- 1.06 Cen-Tex Regional Juvenile Services shall not be financially responsible to Brazos County Juvenile Services for any other additional fee(s), service(s), or court appearance(s)/deposition(s). The obligations of Cen-Tex Regional Juvenile Services under this agreement are expressly contingent upon the availability of funding for the term of the agreement and any extensions thereto.
- 1.07 Brazos County Juvenile Services shall not charge parents/guardians of the juvenile for evaluation services.
- 1.08 Invoices shall be on Brazos County Juvenile Services letterhead and contain an accurate mailing address and telephone number(s) where Brazos County can be reached during normal business hours.
- 1.09 Invoices submitted by Brazos County Juvenile Services shall contain the name of the juvenile that received service. Cen-Tex Regional Juvenile Services will verify the services performed. Brazos County Juvenile Services will then process the invoice for payment through the Brazos County Auditor's Office. The Cen-Tex Regional Juvenile Services Auditor will verify all supporting documentation and authorize the generation of a check for Brazos County.

RESPONSIBILITIES OF BRAZOS COUNTY JUVENILE SERVICES

- 2.00 Brazos County Juvenile Services shall contact the youth court ordered for the evaluation and shall arrange a date and time for the assessment with the youth and guardian.
- 2.01 Juvenile Psychological and Juvenile Certification Evaluations and Assessments shall:
 - 2.02 Be age appropriate.
 - 2.03 Be sensitive to any cultural, language, ethnic, developmental, sexual orientation, gender, medical and/or educational issues that may arise during the evaluation.
 - 2.04 Be developmentally appropriate which includes social, cognitive, and educational levels.
 - 2.05 Determine the youth's level of functioning, appropriate treatment interventions, and facilitate the development of an individualized treatment plan. Assessments shall be individualized and reasonable efforts shall be made to acquire collateral information,

such as family history, school records etc.

MAINTENANCE AND ACCESSIBILITY OF RECORDS

- 3.00 Brazos County Juvenile Services shall maintain for a minimum of seven (7) years past the last date on which service was given or until the juvenile's 21st birthday, whichever occurs later, pursuant to Texas State Records Retention Schedule Rule 4125-05 and/or Title 22 Texas Administrative Code Part 9, Chapter 165. Brazos County Juvenile Services agrees to make records and supporting documentation relevant to this Agreement available to authorized Cen-Tex Regional Juvenile Services representatives, auditors, and any other person as may be authorized by Cen-Tex Regional Juvenile Services or by the State of Texas or Federal statute. Brazos County Juvenile Services will cooperate fully in any such audit.

CONFIDENTIALITY/ HIPAA

- 4.01 Brazos County Juvenile Services shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation and shall not disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.
- 4.02 Brazos County Juvenile Services shall ensure that all files and records generated or created pursuant to this agreement containing individually, identifiable health information in electronic, paper and/or oral form also known as protected health information (PHI), are maintained and or disseminated in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA and the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7), and that appropriate safeguards to prevent use or disclosure of such information are in place.

INDEMNIFICATION

- 5.00 Cen-Tex Regional Juvenile Services shall defend, indemnify and hold harmless Brazos County, Brazos County Juvenile Services, its officers agents and employees from all claims or causes of action of any kind for injury or damage of any kind to any person or property brought by or on behalf of any person due to or related to the negligence or intentional acts or omissions of Service Provider, its agents, employees, or subcontractors. Brazos County shall pay any and all damages assessed against Brazos County, BCJS, its officers, agents or employees, arising out of such negligence or intentional acts.

VENUE

- 6.00 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Brazos County, Texas. The venue for any legal proceedings shall be in Brazos County, Texas.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY

- 7.00 Brazos County Juvenile Services agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against

employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability or national origin. Service Provider shall abide by all applicable federal, state, and local laws and regulations.

ASSIGNMENT & SUBCONTRACT

- 8.00 Brazos County Juvenile Services may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Grimes County.

OFFICIALS NOT TO BENEFIT

- 9.00 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

TERMINATION

- 10.01 This Agreement may be terminated for any reason:
- 10.11 By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - 10.12 Upon expenditure of available funds.
 - 10.13 If at any time during the term of this agreement Cen-Tex Regional Juvenile Services Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

WAIVER OF SUBROGATION

- 11.00 Brazos County Juvenile Services expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Cen-Tex Regional Juvenile Services Juvenile Probation. Brazos County Juvenile Services also waives any rights it may have to indemnification from Juvenile Probation.

REPRESENTATIONS & WARRANTIES

- 12.01 Brazos County Juvenile Services hereby represents and warrants the following:

That it has all necessary right, title, license and authority to enter into this Agreement;

- 12.11 That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type (s) of services being contracted

for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of **Brazos** or any political subdivision thereof;

12.12 Brazos County will maintain in force policies of general liability insurance against loss to any person (\$100,000.00) or property occasioned by acts (\$100,000.00) or omissions of Service Provider providing limits of \$300,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence of property damage. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore, Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.

12.13 That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Probation Commission website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

TEXAS LAW TO APPLY

13.00 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Brazos County, Texas**.

VENUE

14.00 Exclusive venue for any litigation arising from this Agreement shall be in **Brazos County, Texas**.

LEGAL CONSTRUCTION

15.00 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

PRIOR AGREEMENTS SUPERSEDED

16.01 This Agreement constitutes the sole and only Agreement of the parties hereto and

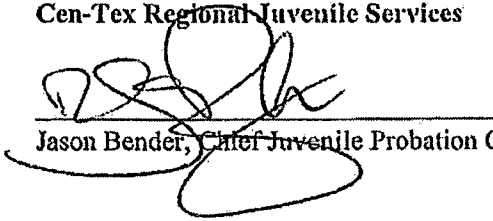
supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

- 16.02 This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Cen-Tex Regional Juvenile Services for the children assessed at the department by the Judge of Cen-Tex Regional Juvenile Services having juvenile jurisdiction.

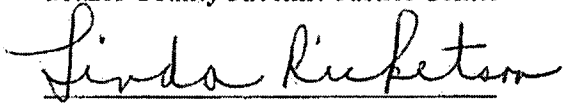
PRISON RAPE ELIMINATION ACT

- 17.01 Brazos County Juvenile Services shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §1 15.312(a)]
- 17.02 Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §1 15.387(e) and (t)]

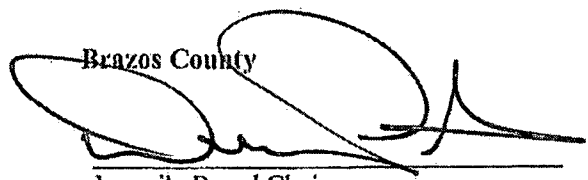
Cen-Tex Regional Juvenile Services


Jason Bender, Chief Juvenile Probation Officer

Brazos County Juvenile Justice Center


Linda Ricketson, Executive Director

Brazos County


Juvenile Board Chair
Authorized Official

BRAZOS COUNTY COMMISSIONERS COURT

ON July 2, 2024, FULLY EXECUTED IN DUPLICATE,
EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: 

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 7/2/2024

ITEM: Approval of Change Order #2 to CIP #24-647 Harpers Ferry & Cricket Pass Reconstruction for design revisions in the amount of \$9,000.00, increasing the contract total to \$57,350.00.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 06/27/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Change_Order_#2- Partly_Executed.pdf	Change Order #2	Backup Material



ARCHITECTURE • ENGINEERING • INTERIORS
LANDSCAPE • SURVEYING

LUFKIN • BRYAN • TYLER • GROESBECK

June 25, 2024

Brazos County
2617 W. Hwy 21
Bryan, Texas 77803

Attn: Prarthana Banerji, PE
Sent Via Email: PBanerji@brazoscountytexas.gov

RE: **Harpers Ferry Road & Cricket Pass – Design Revisions**
GLS Job No. 619042

Ms. Banerji:

GLS is pleased to provide a proposal for the design revisions as discussed during the coordination meeting on June 20, 2024 for Harpers Ferry Road and Cricket Pass. GLS understands the scope of work to include the following:

- Revisions to the proposed pavement section
- Removal of all proposed driveway scope of work and corresponding driveway culverts
- Removal of ditch grading not immediately adjacent to concrete bridge approach and crossing culverts
- Revisions to the bid form

Exclusions

- Bidding and Negotiation

Fees

The following is a breakdown of the fees for the above-described scope of work:

• <u>Additional Services for Design Revisions.....</u>	<u>\$ 9,000.00</u>
TOTAL.....	\$ 9,000.00

All correspondence between the County and GLS will be documented with Procore project management software.

Thank you for the opportunity. We look forward to assisting you with your project.

Sincerely,

John Rusk, P.E.
Vice President Branch Offices
JR/ac

APPROVED

Duane Peters
County Judge

Date

7/2/24



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 7/2/2024

ITEM: Approval of the following committee for RFP #25-010 Insurance Brokerage Services for Cyber-Liability & Mal-Practice.

- a. Leslie Contreras
- b. Nicholas Agorichas
- c. Kevin Joyner
- d. Brian Pratt
- e. Julie Anderson
- f. Purchasing (Non-Voting)
- g. Legal (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 06/26/2024

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: 7/2/2024

ITEM: Approval of the following committee for RFP #25-010 Insurance Brokerage Services for Cyber-Liability & Mal-Practice.

- a. Leslie Contreras
- b. Nicholas Agorichas
- c. Kevin Joyner
- d. Brian Pratt
- e. Julie Anderson
- f. Purchasing (Non-Voting)
- g. Legal (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 06/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

APPROVED

Duane Peters
County Judge

Date

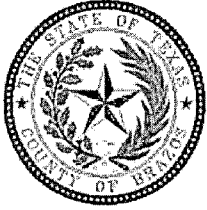


**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Permission to Advertise RFP #25-010 Insurance Brokerage Services for Cyber Liability & Mal-Practice Insurance.
TO: Commissioners Court
FROM: Kaitlyn Battles
DATE: 06/21/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Request_to_Advertise.pdf	Request to Advertise	Backup Material



Brazos County Purchasing Department

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

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and go out for Bid on the following:

DATE: July 2, 2024

RFP NUMBER: 25-010

TITLE: Insurance Brokerage Services for Cyber Liability & Mal-Practice Insurance

REQUESTING DEPARTMENT: Risk Management

APPROVAL SIGNATURE: _____

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

Duane Peters, County Judge

DATE APPROVED: _____

July 2, 2024



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: Approval of Renewal of Contract #25-013R for Pre-Employment Drug Testing for Brazos County with Any Time Analysis.
TO: Commissioners Court
FROM: Summer Dubec
DATE: 06/27/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Fully Executed Contract - Any Time Analysis.pdf	Original Contract	Budget Amendment
Fully Executed - Amendment #1.pdf	Amendment # 1	Budget Amendment
Fully Executed Amendment #2.pdf	Amendment # 2	Budget Amendment
Partially Executed Renewal.pdf	Partially Executed Renewal	Budget Amendment
Tabulation.pdf	Tabulation	Budget Amendment

**PRE-EMPLOYMENT DRUG TESTING
CONTRACT**

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

IQ No. 20-141
Page 1 of 9 Pages

GENERAL REQUIREMENT FOR CONTRACT

I, Brian E. Neal as a duly authorized representative of Any Time Analysis
"Contractor" willingly attest to perform (or deliver) as per **Exhibit A** for Brazos County.
I further agree to all of the provisions and specifications contained in this contract.

TERM:

The term of this contract will be for two (2) years, with the option to renew with three (3) additional one (1) year periods.

ASSIGNMENT

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

AWARD

Brazos County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

BIDDERS RESPONSIBILITY

It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, pending award, renewal, amended or extended contract. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

CONTRACT OBLIGATION

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

QUANTITIES

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

CONTRACT RENEWALS

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

HOLD HARMLESS AGREEMENT

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

INSPECTIONS & TESTING

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

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

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

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

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

INVOICES & PAYMENTS

Payments to contractors will not be made if the contractor cannot produce a Brazos County Purchase Order. Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the contractor. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and/or any attachments.

When multiple deliveries and/or services are required, the contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The contractor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the contractor should provide their Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

PRICING

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

TAXES

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

GOVERNING FORMS

In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between the terms, conditions, provisions, and specifications of this contract and any other terms, conditions, provisions, and specifications provided by the contractor; the terms of this contract shall supersede.

GOVERNING LAW AND VENUE

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

DISQUALIFICATION OF OFFEROR

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

SEVERABILITY

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

SILENCE OF SPECIFICATIONS

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

TERMINATION

Brazos County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which

Brazos County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Brazos County's satisfaction and/or to meet all other obligations and requirements. Brazos County may terminate the contract without cause upon thirty (30) days written notice.

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE

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

- (1) Statutory Workers Compensation Insurance with Employers Liability Insurance in the amount of \$500,000. In the event any work is sublet, the contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation is required. (TLC Sec. 401.011)
- (2) Commercial General Liability Insurance with a \$ 1,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name Brazos County as an additional insured. Waiver of subrogation is required. No claims made policies will be acceptable without prior approval by the Commissioners Court/Risk Management.
- (3) Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit, in all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired.

The Certificate of Insurance furnished to Brazos County shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least 30 days prior written notice has been given to Brazos County.

LIMITATIONS

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

COVERAGES/WAGES

Nothing in this contract shall be construed as making Brazos County responsible for the payment of compensation and/or any benefits for contractor including health, property, motor vehicle, workers'

compensation, disability, death, and dismemberment insurance for the contractor's employees and/or equipment. Nothing in the contract shall be construed as making Brazos County responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the contractor.

SOVEREIGN IMMUNITY

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

NOTICES

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

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

CONTRACTOR:

Sales Contact Name:	Phone Number:	Billing Info:
<u>Brian Neal</u>	<u>713.870.6328</u>	<u>AnyTimeAnalysis@hotmail.com</u>
<u>JoAnnie Neal</u>	<u>808.748.1011</u>	<u>JoAnnieHall@hotmail.com</u>

FISCAL FUNDING CLAUSE

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

WAIVERS

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

ENTIRE CONTRACT

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

AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the contractor shall be retained and made available by the contractor for audit by Brazos County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by contractor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, contractor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

AUDIT RESPONSIBILITY

The contractor shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this contract.

The contractor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The contractor recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

INDEMNIFICATION

The contractor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act of omission, the Worker Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said contractor under and by virtue of his contract as shall be considered necessary by Brazos County may be retained for the use of Brazos County, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished Brazos County. Contractor shall defend, indemnify and save harmless Brazos County, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by Brazos County, its officers, agents or employees.

HOUSE BILL 89 & DEBARMENT VERIFICATION

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

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

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

1. Does not boycott Israel currently: and
2. Will no boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

Company Name: Any Time Analysis

Authorized Company Representative: Brian E. Neal

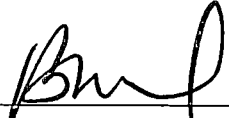
Address: 2719 Osler Blvd., Bryan, TX 77802

Signature: 

Date: 10/24/2020 Contract #: IQ No. 20-141

CERTIFICATION OF BID

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

Signed By:  Title: CEO

Typed Name: Brian E. Neal

Company Name: Any TIME Analysis Phone No. 979-823-9000

Email Address: AnyTimeAnalysis@hotmail.com

Mailing Address: 2719 Osler Blvd. Bryan, TX 77802
P. O. Box or Street City State Zip

Employer Identification Number: 46-3803661


Approved by Commissioners' Court on this 17 day of November 2020 by  Holding the position of County Judge

EXHIBIT "A"
IQ 20-141 PRE-EMPLOYMENT DRUG TESTING
Contract Term: December 1, 2020 – November 30, 2022

Fill out "Informal Quotes" form and hand deliver or mail to the Brazos County Purchasing Department, 200 South Texas Ave., Suite 352; Bryan, TX 77803 in a sealed envelope clearly marked "IQ 20-141, Employee Drug Testing". Include the signed Contract and a copy of the required insurance with the submission of quotes. The required Insurance is listed in the attached Contract. Quotes must be received by the Brazos County Purchasing Department prior to 2:00p.m., Tuesday, October 6, 2020 or they will not be considered. Brazos County will not accept any pricing if delivered via email or fax. Pricing proposals or IQ's delivered to any other person or department other than previously specified, will not be considered responsive.

Brazos County is soliciting quotations for pre-employment drug testing. All other tools, implements, personnel, supervision, labor, supplies, equipment, vehicles, and all effort necessary to carry out the services as required for this operation will be provided by the successful bidder.

TERM

Prices quoted shall be for a two (2) year period, with an option to renew for three (3) additional one (1) year periods.

SPECIFICATIONS

A. SPECIMEN COLLECTION

- a. Must provide a urine drug screen for all pre-employment candidates the test performed must be DHHS (SAMHSA) 5 panel test, to include, but not limited to, amphetamine, barbiturate, cocaine, opiate, phencyclidine, T-H-Cannabinol, and Ecstasy.
- b. Provide normal business hours for access to clinics for pre-employment testing, 6:00 a.m. to 6:00 p.m., Monday through Friday. After hours testing may be required.
- c. Clinics must provide both drug test collections.
- d. Clinics must list all locations including complete addresses.
- e. Must provide collection and medical examination supplies.
- f. Provide transportation of specimen to certified laboratories if not located on-site.
- g. Monitor collection procedures to ensure Federal and State guidelines and normal business practices and procedures are followed.
- h. If requested by the county, hair follicle test shall be provided.

B. LABORATORY SERVICES

- a. Ensure pre-employment testing in accordance with applicable federal, state, and local regulations and industry standards.
- b. Ensure negative results confirmation within 24 hours and confirmed positive results reported within 48 hours (confirmation must be done in compliance with the applicable federal, state, and local regulations).

- c. Provide reporting to Brazos County using confidential protocol.
- d. Provide proper documentation and storage of test results.

C. INSURANCE REQUIREMENTS

- a. Successful bidder must provide evidence of required insurance prior to award. Full description of insurance requirements is listed in the attached Contract.

D. AWARD

- a. The contract award shall be based on, but not necessarily limited to, the following factors:
 - i. Cost
 - ii. Special needs and requirements of Brazos County
 - iii. Time needed to complete service
 - iv. Location of Contractor (distance that vehicles will travel for services)
 - v. Contractor's past performance record with Brazos County
- b. Although the cost of products to be provided is an essential part of the award, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Contractor considered to be the best value to Brazos County.

E. MISCELLANEOUS

- a. Contractor must sign and agree to all terms and conditions of Brazos County Service Contract attached or quote submission will not be valid.
- b. Contractor must submit and post all questions regarding this solicitation on the Brazos Valley e-Marketplace located at www.brazosbid.ionwave.net. Any questions received via email or phone call will not be answered.
- c. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

F. QUOTES

- Fill out section below and hand deliver or mail to the Brazos County Purchasing Department, 200 South Texas Ave., Suite 352; Bryan, TX 77803 in a sealed envelope clearly marked "IQ 20-141, Pre-Employment Drug Testing". Include the signed Contract and a copy of the required insurance with the submission of quotes. The required Insurance is listed in the attached Contract. Quotes must be received by the Brazos County Purchasing Department prior to 2:00p.m., Tuesday, October 6, 2020 or they will not be considered. Brazos County will not accept any pricing if delivered via email or fax. Pricing proposals or IQ's delivered to any other person or department other than previously specified, will not be considered responsive.

		Price per Test:
1	DHHS (SAMHSA) 5 Panel Test – Lab-Based Test	\$ 50.00
2	Hair Follicle Drug Test	\$ 110.00
3	After Hours Collection Fee (Added to Fee for #1)	\$ 100.00

Non Holiday
 Holiday
 \$ 150.00

- Please list the locations available for employee testing:

Please see Addendum

- Normal Business Hours for your location(s):

Please See Addendum

- Normal Business Collection Hours for your location(s):

Please See Addendum

- Describe the process for after-hours collection:

please See Addendum

6. Describe the complete process of collection and testing:

Please See Addendum

7. Describe the company history of performing these services requested:

Please See Addendum

8. List Certifications, Accreditations, etc. held by the company and staff:

Please See Addendum

2. Please list the locations available for employee testing:

3. Normal Business Hours for your location(s):

2719 Osler Blvd
Bryan, Texas 77802
Mon-Fri 08:00 -5:30pm

264 S Reynolds St
La Grange, Texas 78945
Mon-Fri 12pm -5:30pm

5. Describe the process for after-hours collection:

Any Time Analysis is available and on-call 24/7. Contact us at 979-823-9000 or 713-870-6328. We are able to meet at our office location or can provide on-site services.

6. Describe the complete process of collection and testing:

Any Time Analysis employees are trained to follow the US Department of Transportation (DOT) guidelines for drug test collections, as set forth in 49 CFR Part 40. The following is a scaled down description of a routine **URINE DRUG TEST COLLECTION** procedure without incident:

- Donor arrives and provides an ID (driver's license preferred).
- Copy of ID made and fills out visit form.
- Part 1 of the Chain of custody form is filled out by ATA employee.
- Donor taken to a testing collection room which is secured.
- Donor empties pockets of contents, and removes excess clothing layer (jacket, hat etc). Pants pockets are turned inside out.
- Donor washes/dries their hands.
- ATA employee blues the toilet water.
- Donor selects a specimen collection cup.
- Instructions provided to donor (3 minute time limit, amount of urine needed, where to place the specimen, etc).
- Once the sample is received, ATA inspects specimen and checks the temperature.
- The urine is poured into collection vials and labels placed on the vials.

- ATA employee writes the date on the vials and the donor writes their initials. The label numbers are checked against the ccf form for accuracy.
- ATA staff indicates if the temperature was between 90-100 degrees and if a split or single specimen was provided.
- Donor completes section 5 (read statement, print name, donor signature, date, birthdate and telephone contact information).
- ATA employee completes section 4 (name, signature, date, time, and to whom the specimen will be released).
- Urine vials are placed in the bag with the top copy of the chain of custody form and the bag is sealed.
- Copy 5 of the COC form is provided to the donor.
- Donors property is returned and the drug test collection is complete.
- The specimen is logged in for the courier and place in secure refrigerator.
- The MRO and employer copies are faxed.
- The collection is documented in our software program.

The US Department of Transportation (DOT) guidelines for drug test collections, as set forth in 49 CFR Part 40, or the Company's policy is used to address and handle variations, such as, a specimen with a temperature out of range, refusal to test, shy bladder, etc.

The procedures for the collection of **HAIR DRUG TEST COLLECTION** is as follows:

- Donor arrives and provides an ID (driver's license preferred).
- Copy of ID made and fills out visit form.
- Part 1 of the Chain of custody form is filled out by ATA employee.
- Donor taken to a hair testing collection room.
- Collection items and supplies are assembled. This includes scissors, alcohol swabs, unused disposable razor, COC Form, collection kit for hair.
- ATA staff determines best area to collect hair (head, arms, legs etc). Head hair need to be approximately 1 ½ inches long.
- The donor observes the ATA employee cleaning the scissors with an alcohol swab.
- The donor's hair is lifted and cut as close to the scalp as possible at the nape of the neck.

- Body hair is collected if there is not enough head hair. Potential sites include legs, arms, underarms, and chest.
- ATA staff notes where the hair was collected from in the comment section.
- The hair specimen is wrapped within the aluminum foil with the end closest to the scalp being placed at the sectioned end of the foil. It is then placed within the collection kit.
- The donor prints name or ID number and then reads and initials the certification statement on the collection kit.
- ATA employee dates and signs the collection kit.
- A tamper evidence seal is placed on the collection kit and is dated and initialed by the donor and ATA employee.
- Donor completes section 5 (read statement, print name, donor signature, date, birthdate and telephone contact information).
- ATA employee completes section 4 (name, signature, date, time, and to whom the specimen will be released).
- The hair collection kit is placed in the bag with the top copy of the chain of custody form and the bag is sealed.
- Copy 5 of the COC form is provided to the donor.
- The specimen is logged in and secured for the courier pick up.
- The MRO and employer copies are faxed.
- The collection is documented in our software program.

7. Describe the company history of performing these services requested:

Any Time Analysis has been providing services in the Brazos Valley area for more than 10 years. The current owners purchased Any Time Analysis in July of 2015. Owners/Managers, Brian and Joannie Neal, have a combined 25 plus years of drug and alcohol testing services experience. They are certified trainers and frequent training events for various DOT modalities.

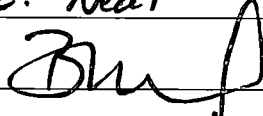
Any Time Analysis provides Consortium/Third Party Administration services for many companies in the greater Brazos Valley area. Entities that we currently provide random drug testing programs for include: Brazos County R&B, Fayette County R&B, KD Timmons, Bastrop Scale, Burlin Power Lines, as well as a wide range of local trucking companies and other businesses.

8. List Certifications, Accreditations, etc. held by the company and staff:

Any Time Analysis is an active member of National Drug & Alcohol Screening Association (NDASA). Owners/Managers, Brian and Joannie Neal are certified DOT drug and alcohol trainers who provide all of the training for ATA employees. Employees are qualified as collectors once demonstrating proficiency in urine, hair, and nail drug collections, breath, urine and blood spot alcohol collections. Employees are also proficient in DNA buccal and electronic fingerprint collections. The drug test collection certifications are attached.

G. CONTRACTOR QUOTE CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Furthermore, the bidder affirms that they are willing and capable of performing the services entailed in this bid or providing the goods described in this bid and agrees to do so for the term of this contract. The bidder also agrees to all of the terms and a condition contained in this document and agrees to be held to them for the term of this contract.

Name of Company: Any Time Analysis
Tax ID #: 46-3803661
Address: 2719 Osler Blvd., Bryan, TX 77802
Email: AnyTimeAnalysis@Hotmail.Com
Telephone #: 979.823.9000
Printed Name: Brian E. Neal
Signature of Authorized Representative: 

Workers' Compensation and Employer's Liability Policy

Information Page

NCCI Carrier Code: 29939

Insured copy

Item 1	MH I SOLUTIONS LLC DBA: ANYTIME ANALYSIS 2719 OSLER BLVD BRYAN TX 77802-2518 Other workplaces not shown above See Schedule of Operations attached.	Policy number 0001291976 Federal tax ID 463803661 Interim adjustment Annual Entity LLC Branch Houston Renewal of 0001291976																																				
Insured name and address																																						
Producer 16765	ROBERT RUSSELL POLING 242 SOUTHWEST PKWY E COLLEGE STATION TX 77840-4662																																					
Item 2	The policy period is from: 8/5/20 To: 8/5/21 12:01 a.m. standard time at the insured's mailing address																																					
Item 3	A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: Texas B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are: <table style="margin-left: 40px; width: 80%;"> <tr> <td>Bodily Injury by Accident</td> <td style="text-align: right;">\$500,000.00</td> <td style="text-align: right;">Each Accident</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td style="text-align: right;">\$500,000.00</td> <td style="text-align: right;">Policy Limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td style="text-align: right;">\$500,000.00</td> <td style="text-align: right;">Each Employee</td> </tr> </table> C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: None D. This policy includes these endorsements and schedules: see Schedule of Endorsements attached.		Bodily Injury by Accident	\$500,000.00	Each Accident	Bodily Injury by Disease	\$500,000.00	Policy Limit	Bodily Injury by Disease	\$500,000.00	Each Employee																											
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Bodily Injury by Disease	\$500,000.00	Policy Limit																																				
Bodily Injury by Disease	\$500,000.00	Each Employee																																				
Item 4	The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit. <table style="margin-left: 40px; width: 80%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Total payroll and estimated manual premium</th> <th style="text-align: right;">Payroll</th> <th style="text-align: right;">Premium</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: right;">\$80,000.00</td> <td style="text-align: right;">\$272.00</td> </tr> <tr> <td colspan="3">Description</td> </tr> <tr> <td></td> <th style="text-align: right;">Factor</th> <th style="text-align: right;">Amount</th> </tr> <tr> <td>Waiver of Subrogation</td> <td></td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>Increased Limits Factor 500,000/500,000/500,000</td> <td style="text-align: right;">0.011</td> <td style="text-align: right;">3.00</td> </tr> <tr> <td>Increased Limits Balance to Minimum Premium (\$100)</td> <td></td> <td style="text-align: right;">97.00</td> </tr> <tr> <td>Premium Incentive For Small Employer Modifier</td> <td style="text-align: right;">0.850</td> <td style="text-align: right;">(57.00)</td> </tr> <tr> <td>Schedule Modifier</td> <td style="text-align: right;">0.720</td> <td style="text-align: right;">(90.00)</td> </tr> <tr> <td>Healthcare Network Option</td> <td style="text-align: right;">0.120</td> <td style="text-align: right;">(28.00)</td> </tr> <tr> <td>Expense Constant</td> <td></td> <td style="text-align: right;">150.00</td> </tr> <tr> <td>Total estimated annual premium</td> <td></td> <td style="text-align: right;">\$352.00</td> </tr> </tbody> </table> <p>Minimum premium \$166.00</p> <p>Issue date: 7/25/20</p> <p style="text-align: right;">Countersigned by </p>		Total payroll and estimated manual premium	Payroll	Premium		\$80,000.00	\$272.00	Description				Factor	Amount	Waiver of Subrogation		5.00	Increased Limits Factor 500,000/500,000/500,000	0.011	3.00	Increased Limits Balance to Minimum Premium (\$100)		97.00	Premium Incentive For Small Employer Modifier	0.850	(57.00)	Schedule Modifier	0.720	(90.00)	Healthcare Network Option	0.120	(28.00)	Expense Constant		150.00	Total estimated annual premium		\$352.00
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tateFarm



STATE FARM LLOYDS
A LLOYDS COMPANY IN RICHARDSON, TEXAS

Po Box 853925
Richardson, TX 75085-3925

Named Insured

AT2 005781 3125 M-25-6449-FBD5 F Z
MHI SOLUTIONS, LLC
2719 OSLER BLVD
BRYAN TX 77802-2518



RENEWAL DECLARATIONS

Policy Number	90-CS-X786-0	
Policy Period	Effective Date	Expiration Date
12 Months	JUL 23 2020	JUL 23 2021
The policy period begins and ends at 12:01 am standard time at the premises location.		

Agent and Mailing Address

BOB POLING
242 SOUTHWEST PKWY E
COLLEGE STA TX 77840-4662

PHONE: (979) 846-8841

Medical Office Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Limited Liability Company

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM	\$ 2,577.00	Protective Devices
FAIR Plan Assmt	\$ 4.90	Claim Record
Total Amount	\$ 2,581.90	

Discounts Applied:
Renewal Year
Years in Business
Enclosed Building

RENEWAL DECLARATIONS (CONTINUED)

Medical Office Policy for MHI SOLUTIONS, LLC
 Policy Number 90-CS-X786-0

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	2719 OSLER BLVD BRYAN TX 77802-2518	\$ 313,700	\$ 28,300	25%
002	264 REYNOLDS ST LA GRANGE TX 78945-2940	No Coverage	\$ 3,300	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: 169.4
 Cov B - Consumer Price Index: 258.7

SECTION I - DEDUCTIBLES

Basic Deductible \$1,000

Special Deductibles:

Wind/Hail	1%	Money and Securities	\$250
Employee Dishonesty	\$250	Equipment Breakdown	\$1,000

The Inflation Coverage provision may change your deductible. Refer to page 17 of your policy.

Prepared
 MAY 11 2020
 CMP-4000

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RENEWAL DECLARATIONS (CONTINUED)

Medical Office Policy for MHI SOLUTIONS, LLC
 Policy Number 90-CS-X786-0

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	See Schedule
Off Premises	See Schedule
Arson Reward	\$5,000
Back-Up Of Sewer Or Drain	See Schedule
Brands And Labels	\$25,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	See Schedule
Money And Securities (On Premises)	See Schedule
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000

RENEWAL DECLARATIONS (CONTINUED)

Medical Office Policy for MHI SOLUTIONS, LLC
Policy Number 90-CS-X786-0

Ordinance Or Law - Equipment Coverage	Included
Outdoor Property	See Schedule
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$5,000
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	See Schedule
Signs	See Schedule
Spoilage (applies only to those premises provided Coverage B - Business Personal Property)	
Expediting Expenses	See Schedule
On Premises	See Schedule
Off Premises	See Schedule
Valuable Papers And Records	
On Premises	See Schedule
Off Premises	See Schedule
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - SCHEDULE

The coverages and corresponding limits shown below apply only to the described premises as shown.

LOCATION	COVERAGE	LIMIT OF INSURANCE
0001	Signs	\$2,500
	Back-Up Of Sewer Or Drain	\$15,000
	Money And Securities (On Premises)	\$10,000
	Money And Securities (Off Premises)	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Spoilage (applies only to those premises provided Coverage B - Business Personal Property) (Expediting Expenses)	\$1,000

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MAY 11 2020
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RENEWAL DECLARATIONS (CONTINUED)

Medical Office Policy for MHI SOLUTIONS, LLC
Policy Number **90-CS-X786-0**



	Spoilage (applies only to those premises provided Coverage B - Business Personal Property) (On Premises)	\$20,000
	Spoilage (applies only to those premises provided Coverage B - Business Personal Property) (Off Premises)	\$5,000
	Outdoor Property	\$5,000
	Valuable Papers and Records (On Premises)	\$50,000
	Valuable Papers and Records (Off Premises)	\$15,000
0002	Accounts Receivable (On Premises)	\$50,000
	Accounts Receivable (Off Premises)	\$15,000
	Back-Up Of Sewer Or Drain	\$15,000
	Money And Securities (Off Premises)	\$5,000
	Money And Securities (On Premises)	\$10,000
	Outdoor Property	\$5,000
	Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
	Signs	\$2,500
	Spoilage (applies only to those premises provided Coverage B - Business Personal Property) (Expediting Expenses)	\$1,000
	Spoilage (applies only to those premises provided Coverage B - Business Personal Property) (On Premises)	\$20,000
	Spoilage (applies only to those premises provided Coverage B - Business Personal Property) (Off Premises)	\$5,000
	Valuable Papers and Records (On Premises)	\$50,000
	Valuable Papers and Records (Off Premises)	\$15,000

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Dependent Property - Loss Of Income	\$5,000
Employee Dishonesty	\$10,000
Utility Interruption - Loss Of Income	\$10,000
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

RENEWAL DECLARATIONS (CONTINUED)

Medical Office Policy for MHI SOLUTIONS, LLC
 Policy Number 90-CS-X786-0

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$2,000,000
Coverage M - Medical Expenses (Any One Person)	\$5,000
Damage To Premises Rented To You	\$300,000
AGGREGATE LIMITS	LIMIT OF INSURANCE
Products/Completed Operations Aggregate	Excluded
General Aggregate	\$4,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6999.2	*Terrorism Insurance Cov Notice
CMP-4825	Brands and Labels
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4710	Employee Dishonesty
CMP-4709	Money and Securities
CMP-4775	Spoilage Coverage
CMP-4706	Back-Up of Sewer or Drain
CMP-4845	Excl Product Comp Operatn Liab
FE-3650	Actual Cash Value Endorsement
CMP-4875	Loss Payable
CMP-4243.2	Amendatory Endorsement
CMP-4704.1	Dependent Prop Loss of Income

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 MAY 11 2020
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RENEWAL DECLARATIONS (CONTINUED)

Medical Office Policy for MHI SOLUTIONS, LLC
Policy Number- 90-CS-X786-0

- CMP-4703.1 Utility Interruption Loss Incm
- CMP-4561.1 Policy Endorsement
- CMP-4849 Windstorm or Hail Deductible
- CMP-4786 Addl Insd Owners Lessee Sched
- CMP-4787 Waiver of Trans Rgt of Recov
- FD-6007 Inland Marine Attach Dec
- * New Form Attached



036443 294

SCHEDULE OF ADDITIONAL INTERESTS

Interest Type: Mortgagee
Endorsement #: N/A
Loan Number: N/A

HANK MCQUAIDE
PO BOX 4573
BRYAN TX 77805-4573

Interest Type: Loss Payee
Endorsement #: CMP4875
Loan Number: 0200066967001

XEROX FINANCIAL SERVICES LLC
ATTN INSURANCE CENTER
PO BOX 3547
BELLEVUE WA 980093547

Interest Type: Addl Insured-Section II
Endorsement #: CMP4786
Loan Number: N/A

BRAZOS COUNTY
200 S TEXAS AVE STE 352
BRYAN TX 778033999

RENEWAL DECLARATIONS (CONTINUED)

Medical Office Policy for MHI SOLUTIONS, LLC
 Policy Number 90-CS-X786-0

This policy is issued by State Farm Lloyds.

SERVICE OF PROCESS - Service of Process may be had upon the State Official duly designated for such purpose in the state in which the property insured hereunder is located if State Farm Lloyds is licensed in such state; or upon the Commissioner of Insurance of the State of Texas; or upon the duly appointed Attorney-in-Fact for State Farm Lloyds at Richardson, Texas. Underwriters at State Farm Lloyds have complied with the laws of the State of Texas regulating Lloyds plan insurance and said statutes are hereby made a part of the policy. The entire assets of State Farm Lloyds supports its policies, but each individual underwriter's liability is several and not joint and is limited by law to the amount fixed by his/her underwriter's contract and subscription and no underwriter is liable as a partner. This policy is made and accepted subject to the foregoing stipulations and conditions together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no agent or other representative of State Farm Lloyds shall have the power to waive any provision or condition of this policy. This policy is non-assessable and no contingent liability of any kind and character attaches to the insured named herein.

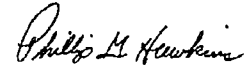
In Witness Whereof, State Farm Lloyds has caused this policy to be signed by its President and Secretary.

By:



Secretary
 State Farm Lloyds, Inc.
 Attorney-in-Fact

State Farm Lloyds



President
 State Farm Lloyds, Inc.
 Attorney-in-Fact

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 MAY 11 2020
 CMP-4000

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**RENEWAL DECLARATIONS (CONTINUED)**

Medical Office Policy for MHI SOLUTIONS, LLC
Policy Number 90-CS-X786-0

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.[®] using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm[®] does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Any Time Analysis

CERTIFICATE OF TRAINING RECORD

UPDATED: 10-26-2020

1. Neal, Brian (CEO)

- **TRAINER FOR DOT SPECIMEN COLLECTORS**
09-26-2019 EXP. 09-26-2024 INTOXIMETERS, INC
- **Instructor for EV30 Evidential Breath Testing Device**
03-30-2016 EXP. 3-30-22 LIFELOC TECHNOLOGIES, INC
- **Factory Authorized Operator and Calibration Technician for EV30**
03-30-16 EXP 3-30-2021 LIFELOC TECHNOLOGIES, INC
- **Instructor for PHOENIX 6.0 Evidential Breath Testing Device**
10-3-2018 EXP 10-3-2020
- **Factory Authorized Operator and Calibration Technician for PHOENIX 6.0**
10-3-2018 EXP 10-03-2023

2. Neal, JoAnnie (Drug & Alcohol Testing Director)

- **TRAINER FOR DOT SPECIMEN COLLECTORS**
09-26-2019 EXP. 09-26-2024 INTOXIMETERS, INC
- **Breath Alcohol Technician & Factory Authorized Calibration Technician**
09-24-2019 EXP. 09-2024 INTOXIMETERS, INC
- **Instructor for EV30 Evidential Breath Testing Device**
07-09-2015 EXP. 07-09-22 LIFELOC TECHNOLOGIES, INC
- **Factory Authorized Operator and Calibration Technician for EV30**
07-27-2020 EXP 07-27-2025 LIFELOC TECHNOLOGIES, INC
- **Factory Authorized Operator and Calibration Technician for PHOENIX 6.0**
10-03-2018 EXP 10-03-2023
- **SALIVA Specimen Collector**
10-10-2018 EXP 10-2023 Transmetron

Certificate of Completion

This certifies that on September 26, 2019

Brian Neal

successfully completed the course study, practical examination and written examination to qualify as a

***DOT Specimen Collector
and
Trainer for DOT Specimen Collectors***

The course was conducted in accordance with CFR 49 part 40 requirements

Debra Bailey

Intoximeters, Inc.

Expires: September / 2024

Adam Bell, Instructor

Certification Number: 13149

Continuing education hours: 6.5

LIFELOC TECHNOLOGIES, INC.

A COLORADO CORPORATION
does hereby certify

Brian Neal

As a Provisional Instructor of the EV30 Breath Tester

This Certificate is effective as of 3/30/2016

Expiration: 3/30/2022

Instructor: Chelsea Johnson

Chelsea Johnson

Training Manager, Lifeloc Technologies, Inc.

LIFELOC TECHNOLOGIES, INC.

A COLORADO CORPORATION
does hereby certify

Brian Neal

**As a Factory Authorized Operator and Calibration Technician on the
EV30 Evidential Breath Tester**

(A DOT Breath Alcohol Technician Model Course or equivalent must be completed separately to meet all DOT training requirements)

This Certificate is effective as of 3/30/2016

Expiration: 3/30/2021

Instructor: Chelsea Johnson

Chelsea Johnson

Training Manager, Lifeloc Technologies, Inc.

LIFELOC TECHNOLOGIES, INC.

A COLORADO CORPORATION

does hereby certify

Brian Neal

As a Provisional Instructor of the Phoenix 6.0 Breath Tester

This Certificate is effective as of 10/3/2018

Expiration: 10/3/2020

Instructor: Dana Shin

Amy Evans

Training Director, Lifeloc Technologies, Inc.

LIFELOC TECHNOLOGIES, INC.

A COLORADO CORPORATION

does hereby certify

Brian Neal

**As a Factory Authorized Operator and Calibration Technician on the
Phoenix 6.0 Evidential Breath Tester**

(A DOT Breath Alcohol Technician Model Course or equivalent must be completed separately to meet all DOT training requirements)

This Certificate is effective as of 10/3/2018

Expiration: 10/3/2023

Instructor: Dana Shin

Amy Evans

Training Manager, Lifeloc Technologies, Inc.

Certificate of Completion

This certifies that on September 26, 2019

JoAnnie Hall-Neal

successfully completed the course study, practical examination and written examination to qualify as a

***DOT Specimen Collector
and
Trainer for DOT Specimen Collectors***

The course was conducted in accordance with CFR 49 part 40 requirements

Adam Bell

Intoximeters, Inc.

Expires: September / 2024

Adam Bell, Instructor

Certification Number: 13144

Continuing education hours: 6.5

Certificate of Completion

This certifies that on September 24, 2019

JoAnnie Hall-Neal

successfully completed the curriculum specified by the Department of Transportation (DOT) and curriculum specified by **Intoximeters, Inc.** for certification as a

Breath Alcohol Technician (BAT)
and
Factory Authorized Calibration Technician

The curriculum presented corresponds with the DOT's BAT model curriculum established pursuant to 49 CFR Part 40 Procedures. It also corresponds with Intoximeters, Inc.'s proficiency in the use of the Evidential Breath Testing (EBT) curriculum which includes a review of the Evidential Breath Test device's Quality Assurance Plan, and requires demonstration of proficiency in conducting calibrations, calibration checks and the operation of the:

ALCO-SENSOR IV / RBT IV

The course curriculum was approved by Intoximeters, Inc., the manufacturer of the Evidential Breath Test Device, and complies with the manufacturer's standards for the operation of the instrument.



Intoximeters, Inc.

Expires: September / 2024

Adam Bell, Instructor

19684

Continuing Education Hours: 6.5

LIFELOC TECHNOLOGIES, INC.

A COLORADO CORPORATION
does hereby certify

JoAnnie Hall Neal

As a Provisional Instructor of the EV30 Breath Tester

This Certificate is effective as of 7/9/2015

Expiration: 7/9/2022

Instructor: Chelsea Johnson

Chelsea Johnson

Training Manager, Lifeloc Technologies, Inc.

LIFELOC TECHNOLOGIES, INC.

A COLORADO CORPORATION

does hereby certify

JoAnnie Hall Neal

**As a Factory Authorized Operator and Calibration Technician on the
EV30 Evidential Breath Tester**

(A DOT Breath Alcohol Technician Model Course or equivalent must be completed separately to meet all DOT training requirements)

This Certificate is effective as of 7/27/2020

Expiration: 7/27/2025

Instructor: Chelsea Johnson

Chelsea Johnson

Training Manager, Lifeloc Technologies, Inc.

LIFELOC TECHNOLOGIES, INC.

A COLORADO CORPORATION

does hereby certify

JoAnnie Hall Neal

**As a Factory Authorized Operator and Calibration Technician on the
Phoenix 6:0 Evidential Breath Tester**

(A DOT Breath Alcohol Technician Model Course or equivalent must be completed separately to meet all DOT training requirements)

This Certificate is effective as of 10/3/2018

Expiration: 10/3/2023

Instructor: Dana Shin

Amy Evans

Training Manager, Lifeloc Technologies, Inc.

Certificate of Completion

This certifies that on December 10, 2018


Joannie Neal

successfully completed the curriculum
and proficiency training for

SALIVA SPECIMEN COLLECTOR

The course included the study of basic information, qualification training, initial proficiency demonstration and practical exam.

This course was conducted in accordance with strict Saliva Specimen Collection guidelines and requirements.



Rachel Speth, Instructor

Transmetron
www.TransmetronDrugTest.com

Any Time Analysis

CERTIFICATE OF TRAINING RECORD

Note: COLLECTOR CERTIFICATES attached. List updated as of 10-26-2020

1. Neal, Daniel (COLLECTOR)

- **DOT SPECIMEN COLLECTOR**
05-01-2018 EXP. 05-01-2023 TRANSMETRON
- **DOT Breath Alcohol Technician (BAT) for EV30**
07-05-2019 EXP. 07-05-2024 ANY TIME ANALYSIS
- **DOT Breath Alcohol Technician (BAT) for PHOENIX 6.0**
- 03-17-2019 EXP. 03-17-2024 ANY TIME ANALYSIS

2. Hall, Dylan (COLLECTOR)

- **DOT SPECIMEN COLLECTOR**
06-19-2019 EXP. 06-19-2024 ANY TIME ANALYSIS
- **DOT Breath Alcohol Technician (BAT) for EV30**
07-02-2019 EXP. 07-02-2024 ANY TIME ANALYSIS

3. Garcia, Eileen (COLLECTOR)

- **DOT SPECIMEN COLLECTOR**
05-07-2020 EXP. 05-07-2025 ANY TIME ANALYSIS
- **DOT Breath Alcohol Technician (BAT) for EV30**
06-18-2020 EXP. 06-18-2025 ANY TIME ANALYSIS

4. Tovar, Crystina (COLLECTOR)

- **DOT SPECIMEN COLLECTOR**
06-19-2020 EXP. 06-19-2025 ANY TIME ANALYSIS
- **DOT Breath Alcohol Technician (BAT) for EV30**
06-24-2020 EXP. 06-24-2025 ANY TIME ANALYSIS

TESTING FACILITIES

ANY TIME ANALYSIS – BRYAN
2719 Osler Blvd
Bryan, TX 77802

Tel. 979-823-9000

ANY TIME ANALYSIS – LA GRANGE
264 S. REYNOLDS ST
LA GRANGE, TX 78945

Tel. 979-968-3239

Certificate of Completion

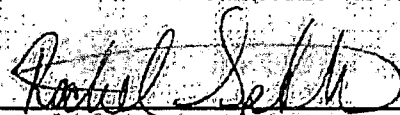
This certifies that on May 1, 2018

Daniel Neal

successfully completed the curriculum specified by the
U.S. Department of Transportation (DOT) for

DOT URINE SPECIMEN COLLECTOR

The course included the study of basic information, qualification training, initial proficiency demonstration, written exam and practical exam.
This course was conducted in accordance with DOT requirements of 49 CFR Part 40 (40.33).



Rachel Speth
Instructor

Expires: May 2023
Transmetron

www.TransmetronDrugTest.com


DANIEL NEAL

Has successfully completed training as required under 49 CFR Part 40 section 40.33 & qualified to perform DOT evidential breath alcohol testing as a

Breath Alcohol Technician (BAT)

Equipment:

LIFELOC EV30 Training Date: 07-05-2019 Expires on 07-05-2024

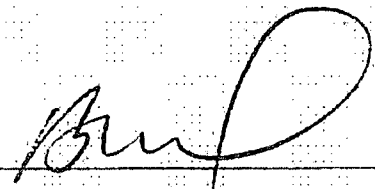

Instructor: *JoAnnie Neal*

Equipment:

LIFELOC Phoenix 6.0 Training Date: 03-17-2019 Expires on 03-17-2024



Any Time Analysis


Instructor: *Brian Neal*

DYLAN HALL

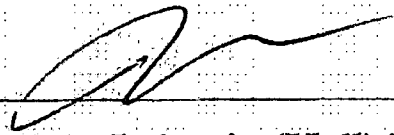
*Has successfully completed training as required under 49 CFR Part 40 section
40.33 & qualified to perform*

DOT Urine Specimen Collection

*(7) consecutive and error free mocks completed: 3 uneventful, 2 insufficient urine, 1 temp out of
range, 1 donor refused to initial bottle seals and sign/complete step 5 of ccf*



Any Time Analysis



Instructor: *JoAnnie (Hall) Neal*

Training Date: 06-19-2019 Expires on 06-19-2024

DYLAN HALL

Has successfully completed training as required under 49 CFR Part 40 section 40.33 & qualified to perform DOT evidential breath alcohol testing as a

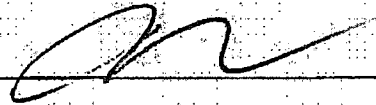
Breath Alcohol Technician (BAT)

Equipment:

LIFELOC EV30 Training Date: 07-02-2019 Expires on 07-02-2024



Any Time Analysis


Instructor: *JoAnnie (Hall) Neal*

EILEEN GARCIA


*Has successfully completed training as required under 49 CFR Part 40 section
40.33 & qualified to perform*

DOT Urine Specimen Collection

(6) consecutive and error free mocks completed: 2 uneventful, 2 insufficient urine, 1 temp out of range, 1 donor refused to initial bottle seals and sign/complete step 5 of ccf



Any Time Analysis



Instructor: *JoAnnie (Hall) Neal*

Training Date: 05-07-2020 Expires on 05-07-2025

EILEEN GARCIA

Has successfully completed training as required under 49 CFR Part 40 section 40.33 & qualified to perform DOT evidential breath alcohol testing as a

Breath Alcohol Technician (BAT)

Equipment:

LIFELOC EV30 Training Date: 06-18-2020 Expires on 06-18-2025



Any Time Analysis


Instructor: *JoAnnie Neal*

CRYSTINA TOVAR

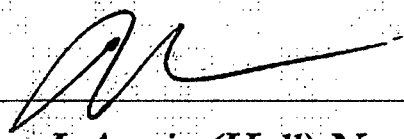
*Has successfully completed training as required under 49 CFR Part 40 section
40.33 & qualified to perform*

DOT Urine Specimen Collection

(6) consecutive and error free mocks completed: 2 uneventful, 2 insufficient urine, 1 temp out of range, 1 donor refused to initial bottle seals and sign/complete step 5 of ccf



Any Time Analysis



Instructor: *JoAnnie (Hall) Neal*

Training Date: 06-19-2020 Expires on 06-19-2025

CRYSTINA TOVAR

Has successfully completed training as required under 49 CFR Part 40 section 40.33 & qualified to perform DOT evidential breath alcohol testing as a

Breath Alcohol Technician (BAT)

Equipment:

LIFELOC EV30 Training Date: 06-24-2020 Expires on 06-24-2025



Any Time Analysis



Instructor: *JoAnnie Neal*

Any Time Analysis

CERTIFICATE OF TRAINING RECORD

Hair Testing

Note: COLLECTOR CERTIFICATES attached. List updated as of 10-21-2020

PSYCHEMEDICS Hair Sample Collection Completion Date

1.	Neal, Brian	06-05-2018
2..	Neal, JoAnnie	05-21-2020
3.	Neal, Daniel	08-22-2019
4	Hall, Dylan	08-21-2019
6.	Garcia, Eileen	05-21-2020
7.	Crystina Tovar	06-25-2020

TESTING FACILITIES

ANY TIME ANALYSIS – BRYAN
2719 Osler Blvd
Bryan, TX 77802

Tel. 979-823-9000

ANY TIME ANALYSIS – LA GRANGE
264 S. REYNOLDS ST
LA GRANGE, TX 78945

Tel. 979-968-3239



Certificate
of
Completion

May it be known that this Certificate has been presented to

Brian Neal

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

James Moreno

DIRECTOR OF CLIENT SERVICES

Tuesday, June 05, 2018



Certificate
of
Completion

May it be known that this Certificate has been presented to

Joannie Neal

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

Andreea Bogdan

DIRECTOR OF CLIENT SERVICES

Thursday, May 21, 2020



Certificate
of
Completion

May it be known that this Certificate has been presented to

Daniel Neal

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

Andreea Bogdan

DIRECTOR OF CLIENT SERVICES

Thursday, August 22, 2019



Certificate
of
Completion

May it be known that this Certificate has been presented to

Dylan Hall

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

Andreea Bogdan

DIRECTOR OF CLIENT SERVICES

Wednesday, August 21, 2019



Certificate
of
Completion

May it be known that this Certificate has been presented to

Eileen Garcia

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

Andreea Bogdan

DIRECTOR OF CLIENT SERVICES

Thursday, May 21, 2020



Certificate
of
Completion

May it be known that this Certificate has been presented to

CRYSTINA TOVAR

for Successful Completion of

PSYCHEMEDICS SAMPLE COLLECTION TRAINING PROGRAM

Andreea Bogdan

DIRECTOR OF CLIENT SERVICES

Thursday, June 25, 2020



Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

~~American Association of Medical Review Officers~~

August 26, 2019

Verification of Certification for: Brian Heinen, Sr., M.D.
Heinen Medical Review
151 Leon St.
Eunice, LA 70535

Certification Number: 991003119

Current Certification Date: August 23, 2019

Certification Expiration Date: August 23, 2024

This notice serves as verification that the above-referenced physician has been certified as a Medical Review Officer (MRO) through the American Association of Medical Review Officers (AAMRO).

For all physicians certified or recertified by AAMRO after October 1, 2010 will have to attend an MRO training program and take the exam. Recertification is required every five years to remain in good standing.

The referenced physician is listed in the AAMRO registry of Certified Medical Review Officers (www.aamro.com).

Theodore F. Shults, J.D., M.S.
Chairman

MRO 1/2



Theodore F. Shults, MS, JD
Chairman
(919) 489-5407

American Association of Medical Review Officers

STATEMENT OF CONTINUING MEDICAL EDUCATION

Medical Review Officer
Recertification Examination

Completed August 23, 2019

This program has been reviewed and is acceptable for

16.00 prescribed credit hours

by the American Academy of Family Physicians

(These CME credits are acceptable as category I credit hours
when used towards an AMA certificate program.)

Brian Heinen, Sr., M.D.

Participant

Cindy Ferrell

Cindy Ferrell
Program Coordinator

MCO
2/2

Updated: October 2020

Department of Health and Human Services (HHS)
Substance Abuse and Mental Health Services Administration (SAMHSA)

Title: ~~State List of Current HHS-Certified Laboratories~~ and Instrumented Initial Testing Facilities (IITFs) Which Meet Minimum Standards to Engage in Urine and Oral Fluid Drug Testing for Federal Agencies (21 UNITED STATES LABS and 1 CANADIAN LAB and 1 CANADIAN IITF)

The Department of Health and Human Services (HHS) notifies federal agencies of the laboratories and IITFs currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines) using Urine or Oral Fluid.

The Mandatory Guidelines using Urine were first published in the Federal Register on April 11, 1988 (53 FR 11970), and subsequently revised in the Federal Register on June 9, 1994 (59 FR 29908); September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2008 (73 FR 71858); December 10, 2008 (73 FR 75122); April 30, 2010 (75 FR 22809); and on January 23, 2017 (82 FR 7920).

The Mandatory Guidelines using Oral Fluid were first published in the Federal Register on October 25, 2019 (84 FR 57554) with an effective date of January 1, 2020.

A notice listing all currently certified Laboratories and IITFs is published in the Federal Register during the first week of each month. If any Laboratory or IITFs' certification is suspended or revoked, the Laboratory/IITF will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

List of HHS-Certified Laboratories Approved to Conduct Oral Fluid Drug Testing Listed By State:

At this time, there are no laboratories certified to conduct drug and specimen validity tests on oral fluid specimens.

List of HHS-Certified Instrumented Initial Testing Facilities Approved to Conduct Urine Drug Testing in the United States and in Canada:

At this time, there are no IITFs in the United States certified to conduct urine drug testing.

Canada

Alberta

Dynacare

780-784-1190

List of HHS-Certified Laboratories Approved to Conduct Urine Drug Testing Listed by State

and in Canada: → PLS see pg 2 Lenexa, Kansas
- Quest Lab -

Arizona

Scottsdale

Desert Tox, LLC

602-457-5411

623-748-5045

California

Chatsworth

Pacific Toxicology Laboratories

800-328-6942

San Diego

Phamatech, Inc.

888-635-5840

Santa Rosa

Redwood Toxicology Laboratory

800-255-2159

Georgia

Tucker

Quest Diagnostics Inc.

800-729-6432

1/4

Kansas

Lenexa
Clinical Reference Laboratory, Inc.
800-445-6917

Lenexa

LabOne, Inc. d/b/a Quest Diagnostics
913-888-3927
800-873-8845

CONTRACTED
LABORATORY

Louisiana

Gretna
Alere Toxicology Services
504-361-8989
800-433-3823

Maryland

Ft. Meade
US Army Forensic Toxicology Drug Testing Lab
301-677-7085
Testing for Department of Defense (DoD) Employees Only

Minnesota

Minneapolis
Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Lab
612-725-2088
Testing for Veterans Affairs (VA) Employees Only

St. Paul
MedTox Labs, Inc.
800-832-3244
651-636-7466

Mississippi

Oxford
EISohly Labs, Inc.
662-236-2609

Southaven
Laboratory Corporation of America Holdings
866-827-8042
800-233-6339

New Jersey

Raritan
Laboratory Corporation of America Holdings
908-526-2400
800-437-4986

North Carolina

Research Triangle Park
Laboratory Corp of America Holdings
919-572-6900
800-833-3984

Oregon

Portland
Legacy Laboratory Services Toxicology
503-413-5295
800-950-5295

Pennsylvania

Norristown
Quest Diagnostics Inc.
877-642-2216
610-631-4600

Horsham
DrugScan, Inc.
800-235-4890

Texas

Houston
Laboratory Corporation of America Holdings
713-856-8288
800-800-2387

Virginia

Richmond
Alere Toxicology Services
804-378-9130

Washington

Tacoma
Cordant Health Solutions
800-442-0438

Canada

London, Ontario
Dynacare
519-679-1630

AMENDMENT #1 TO 20-141 PRE-EMPLOYMENT DRUG TESTING

THIS AMENDMENT TO 20-141 PRE-EMPLOYMENT DRUG TESTING ("Amendment") is entered into and effective this 8th day of December 2020 ("Effective Date") by and between Brazos County ("Customer"), and Any Time Analysis. ("Contractor") 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 contract # 20-141 ("Agreement") for purposes of Any Time Analysis to provide of the service of pre-employment drug testing; and

WHEREAS, the Parties desire to amend the pricing tabulation to add out of network testing nationwide and out of network testing nationwide for holidays or weekends, set forth in original contract # 20-141.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. The fee and services for the out of network testing nationwide is \$85.00 per test. (As shown on Exhibit A)
2. The fee and services for the out of network testing nationwide for holidays and weekends is \$235.00 per test. (As shown on Exhibit A)

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

12/08/20

Date

ANY TIME ANALYSIS

Signature

Amie Neal

Name

DIRECTOR

Title

12-01-20

Date

AMENDMENT #2 TO 24-029R- PRE-EMPLOYMENT DRUG TESTING FOR BRAZOS COUNTY

THIS AMENDMENT TO 24-029RR also known as 20-141 and 23-019R Pre-Employment Drug Testing for Brazos County ("Amendment") is entered into and effective this 8th day of August, 2023 ("Effective Date") through November 30, 2024 ("Expiration Date") by and between Brazos County ("Customer"), and Any Time Analysis ("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 contract # 20-141 ("Agreement") for purposes of Any Time Analysis to provide of the service for Pre-Employment Drug Testing for Brazos County; and

WHEREAS, the Parties desire to amend the pricing as set forth in original contract # 20-141.

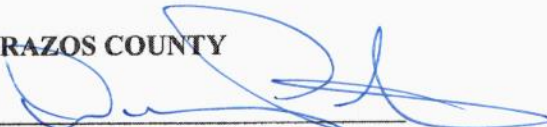
AGREEMENT

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. Adding RAPID SCREEN 5 panel at \$40 per test.
2. Renewing the contract for an additional one (1) year term, expiring November 30, 2024. Renewal of contract will be known as 24-029R.

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



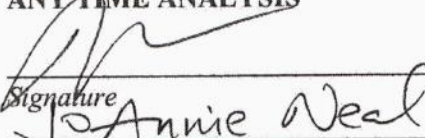
Signature
DUANE PETERS

Name
COUNTY JUDGE

Title
8/1/23

Date

ANY TIME ANALYSIS



Signature
Annie Neal

Name
DIRECTOR

Title
7.24.23

Date



Brazos County Purchasing Department

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

June 25, 2024

Any Time Analysis
2719 Osler Blvd
Bryan, TX 77802

Re: Renewal of Contract # 25-013R for Pre-Employment Drug Testing for Brazos County.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Pre-Employment Drug Testing 25-013R, previously known as 20-141, 23-019R, and 24-029R.*

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

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

Contact Name: JoAnnie Neal Title: DIRECTOR

E-Mail: joannieholl@hotmail.com Telephone: C. 405-517-7224
Joannie@anytimeanalysis.net T. 979-823-9000

ANY TIME ANALYSIS

[Signature]
Authorized Signature

6-25-24
Date

BRAZOS COUNTY
[Signature]
Duane Peters, County Judge

7/2/24
Date

25-013R Pre-Employment Drug Testing
Previously Known As 20-141, 23-019R, and 24-029
December 1, 2024 - November 30, 2025

		Any Time Analysis	Price per Test:
1	DHHS (SAMHSA) 5 Panel Test - Lab-Based Test		\$50.00
2	Hair Follicle Drug Test		\$110.00
3	After Hours Collection Fee (Added to Fee for #1)		\$100.00 Non-Holiday \$150.00 Holiday

2	Please list the locations available for employee testing:	2719 Osler Blvd Bryan, TX 77802 264 S Reynolds St La Grange, Texas 78945
3	Normal Business Hours for your location(s):	Bryan: Mon-Fri 08:00 - 5:30pm La Grange: Mon-Fri 12pm - 5:30pm
4	Normal Business Collection Hours for your location(s):	Bryan: Mon-Fri 08:00 - 5:30pm La Grange: Mon-Fri 12pm - 5:30pm
5	Describe the process for after-hours collection:	Any Time Analysis is available and on-call 24/7. Contact us at 979-823-9000 or 713-870-6328. We are able to meet at our office location or can provide on-site services.
6	Describe the complete process of collection and testing:	<p>Any Time Analysis's employees are trained to follow the US Department of Transportation (DOT) guidelines for drug test collections, as set forth in 49 CFR Part 40. The following is a scaled down description of a routine URINE DRUG TEST COLLECTION procedure without incident: The US Department of Transportation (DOT) guidelines for drug test collections, as set forth in 49 CFR Part 40, or the Company's policy is used to address and handle variations, such as, a specimen with a temperature out of range, refusal to test, shy bladder, etc.</p> <ul style="list-style-type: none"> - Donor arrives and provides an ID (driver's license preferred). - Copy of ID made and fills out visit form. - Part 1 of the Chain of custody form is filled out by ATA employee. - Donor taken to a testing collection room which is secured. - Donor empties pockets of contents, and removes excess clothing layer (jacket, hat etc). Pants pockets are turned inside out. - Donor washes/dries their hands. - ATA employee blues the toilet water. - Donor selects a specimen collection cup. - Instructions provided to donor (3 minute time limit, amount of urine needed, where to place the specimen, etc). - Once the sample is received, ATA inspects specimen and checks the temperature. - The urine is poured into collection vials and labels placed on the vials. - ATA employee writes the date on the vials and the donor writes their initials. The label numbers are checked against the ccf form for accuracy. - ATA staff indicates if the temperature was between 90-100 degrees and if a split or single specimen was provided. - Donor completes section 5 (read statement, print name, donor signature, date, birthdate and telephone contact information). - ATA employee completes section 4 (name, signature, date, time, and to whom the specimen will be released). - Urine vials are placed in the bag with the top copy of the chain of custody form and the bag is sealed. - Copy 5 of the COC form is provided to the donor. - Donors property is returned and the drug test collection is complete. - The specimen is logged in for the courier and place in secure refrigerator. - The MRO and employer copies are faxed. - The collection is documented in our software program. <p>The procedures for the collection of HAIR DRUG TEST COLLECTION is as follows:</p> <ul style="list-style-type: none"> - Donor arrives and provides an ID (driver's license preferred). - Copy of ID made and fills out visit form. - Part 1 of the Chain of custody form is filled out by ATA employee. - Donor taken to a hair testing collection room. - Collection items and supplies are assembled. This includes scissors, alcohol swabs, unused disposable razor, COC Form, collection kit for hair. - ATA staff determines best area to collect hair (head, arms, legs etc). Head hair need to be approximately 1 1/2 Inches long. - The donor observes the ATA employee cleaning the scissors with an alcohol swab. - The donor's hair is lifted and cut as close to the scalp as possible at the nape of the neck. - Body hair is collected if there is not enough head hair. Potential sites include legs, arms, underarms, and chest. - ATA staff notes where the hair was collected from and the comment section. - The hair specimen is wrapped within the aluminum foil with the end closest to the scalp being placed at the sectioned end of the foil. It is then placed within the collection kit. - The donor prints name or ID number and then reads and initials the certification statement on the collection kit. - ATA employee dates and signs the collection kit. - A tamper evidence seal is placed on the collection kit and is dated and initialed by the donor and ATA employee. - Donor completes section 5 (read statement, print name, donor signature, date, birthdate and telephone contact information). - ATA employee completes section 4 (name, signature, date, time, and to whom the specimen will be released). - The hair collection kit is placed in the bag with the top copy of the chain of custody form and the bag is sealed. - Copy 5 of the COC form is provided to the donor. - The specimen is logged in and secured for the courier pick up. - The MRO and employer copies are faxed. - The collection is documented in our software program.
7	Describe the company history of performing these services requested:	<p>Any Time Analysis has been providing services in the Brazos Valley area for more than 10 years. The current owners purchased Any Time Analysis in July of 2015. Owners/Managers, Brian and Joannie Neal, have a combined 25 plus years of drug and alcohol testing services experience. They are certified trainers and frequent training events for various DOT modalities.</p> <p>Any Time Analysis provides Consortium/Third Party Administration services for many companies in the greater Brazos Valley area. Entities that we currently provide random drug testing programs for include: Brazos County R&B, Fayette County R&B, KD Timmons, Bastrop Scale, Burlin Power Lines, as well as a wide range of local trucking companies and other businesses.</p>
8	List Certifications, Accrediations, etc. held by the company and staff:	Any Time Analysis is an active member of National Drug & Alcohol Screening Association (NDASA). Owners/Managers, Brian and Joannie Neal are certified DOT drug and alcohol trainers who provide all of the training for ATA employees. Employees are qualified as collectors once demonstrating proficiency in urine, hair, and nail drug collections, breath, urine and blood spot alcohol collections. Employees are also proficient in DNA buccal and electronic fingerprint collections. The drug test collection certifications are attached.
9	Added in Amendment #1 - Nationwide Drug Testing - out of network collection site request (Total)	\$85.00
10	Added in Amendment #1 - Nationwide Drug Testing - out of network collection site request (After Hours / Weekend Testing) (Total)	\$235.00
11	Added in Amendment #2 - HAIR DRUG SCREEN 5 Panel Testing	\$40.00

Recommended Award: Any Time Analysis

Approved by Commissioner's Court on this 2 day of July, 2024 by COURT JUDGE holding the position of COURT JUDGE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 the Meadows Ph 1 Lot 24-R Blk 1-A Replat of Lots 24 & 25 Blk 1

DATE OF COURT MEETING: 7/2/2024

ITEM: Approval of the Final Plat of The Meadows Phase 1, Lot 24-R Block 1, being a Replat Lots 24 & 25 Block 1; 2.38 Acres; C. Raney Survey, A-201; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 06/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Brazos County Plat Application Bergin Stevens.pdf	Application for Development	Backup Material
The Meadows Ph 1 Lot 24-R Block 1-RP-2024-06-26.pdf	Plat	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 the Meadows Ph 1 Lot 24-R Blk 1-A Replat of Lots 24 & 25 Blk 1

DATE OF COURT MEETING: 7/2/2024

ITEM: Approval of the Final Plat of The Meadows Phase 1, Lot 24-R Block 1, being a Replat Lots 24 & 25 Block 1; 2.38 Acres; C. Rane Survey, A-201; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 06/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Brazos_County_Plat_Application_Bergin_Stevens.pdf	Application for Development	Backup Material
The_Meadows_Ph_1_Lot_24-R_Block_1-RP-2024-06-26.pdf	Plat	Backup Material

APPROVED

Duane Peters
County Judge

Date



Brazos County Road & Bridge Office
 2617 SH 21 West
 Bryan, TX 77803
 Telephone: (979) 822-2127
 Fax: (979) 775-0456
 Email: plats@brazoscountytexas.gov

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *: April 8, 2024	RESUBMITTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: The Meadows, Phase One	
PROJECT ADDRESS OR LOCATION: 18976 & 18998 Glenmeadows Lane, College Station, Texas	
LEGAL DESCRIPTION: Lots 24 & 25, Block 1, Clement Raney Survey, Abstract No. 201, Property IDs: 410715 & 410714	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: 1	TOTAL ACREAGE 2.384
JURISDICTION: <input type="checkbox"/> _____ CITY LIMITS <input checked="" type="checkbox"/> <u>College Station</u> ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

* Notification of Application completeness will be given within 10 days of Application date. All incomplete Applications will be rejected. This Application shall expire five (5) years from the Application date of the project.

TYPE OF APPLICATION		
<input type="checkbox"/> MASTER PLAN	<input type="checkbox"/> SIMPLIFIED PLAT	<input type="checkbox"/> PRELIMINARY PLAN
<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> AMENDING PLAT	<input checked="" type="checkbox"/> REPLAT

APPLICATION PURPOSE		
<input checked="" type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> MANUFACTURED HOME RENTAL COMMUNITY	<input type="checkbox"/> COMMERCIAL
<input type="checkbox"/> OTHER (Please explain):		

FLOODPLAIN	
IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<p>Acknowledgment: The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.</p>	

TxDOT RIGHT-OF-WAY	
WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

DIGITAL FILE SUBMISSION		
COUNTY ENGINEER	<input type="checkbox"/> ADOBE (.pdf file) <input type="checkbox"/> AutoCAD (.dwg file)	(Email To: plats@brazoscountytexas.gov)
911 ADDRESSING	<input type="checkbox"/> ADOBE (.pdf file) <input type="checkbox"/> AutoCAD (.dwg file)	(Email To: gis@brazoscountytexas.gov)

CONTACT INFORMATION

APPLICANT INFORMATION		
FIRM NAME:		
CONTACT: Patrick J. Bergin & Martha A. Stevens		
ADDRESS: 18976 Glenmeadows LANE		
CITY: College Station	STATE: TX	ZIP: 77845
PHONE: 413-305-8516	FAX:	
EMAIL: patberginhou@comcast.net		

PROPERTY OWNER INFORMATION		
FIRM NAME: Same as Applicant Information		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

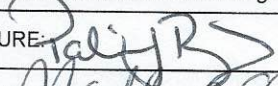
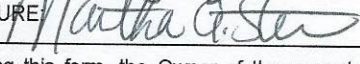
ENGINEER INFORMATION		
FIRM NAME: McClure & Browne Engineering/Surveying, Inc.		
CONTACT: Jeff Robertson		
ADDRESS: 1008 Woodcreek Dr., Suite 103		
CITY: College Station	STATE: TX	ZIP: 77845
PHONE: (979) 693-3838	FAX:	
EMAIL: jeffr@mcclurebrowne.com		

SURVEYOR INFORMATION		
FIRM NAME: McClure & Browne Engineering/Surveying, Inc.		
CONTACT: Cody Karisch		
ADDRESS: 1008 Woodcreek Dr., Suite 103		
CITY: College Station	STATE: TX	ZIP: 77845
PHONE: (979) 693-3838	FAX:	
EMAIL: codyk@mcclurebrowne.com		

OTHER INFORMATION		
FIRM NAME:		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

By my signature, I hereby affirm that I am the property Owner of record, or if the Applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.

SIGNATURE: 	PRINTED NAME: Robert J. Bergin	DATE: 4-8-24
SIGNATURE: 	PRINTED NAME: Martha A. Stevens	DATE: 4-8-24

By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

CALCULATIONS OF FEES			
MASTER PLAN:	No charge	SIMPLIFIED PLAT:	\$100
		PRELIMINARY PLAN:	\$150 + \$10 per lot
FINAL PLAT:	\$200 + \$20 per lot	AMENDING PLAT:	\$100
		REPLAT:	\$200

RECEIPT BY BRAZOS COUNTY (Official Use Only)	
DATE APPLICATION RECEIVED: ____ / ____ / ____	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE:	SIGNATURE:

Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.

Application Check List:

Copies of finished plat with corrections (if any):

- Three (3) hard copies to Brazos County
- One (1) .pdf copy to Brazos County
- One (1) .dwg copy to Brazos County
- One (1) hard copy to Brazos County Health District
- One (1) hard copy to Brazos County 911
- One (1) hard copy to local Water District or Company

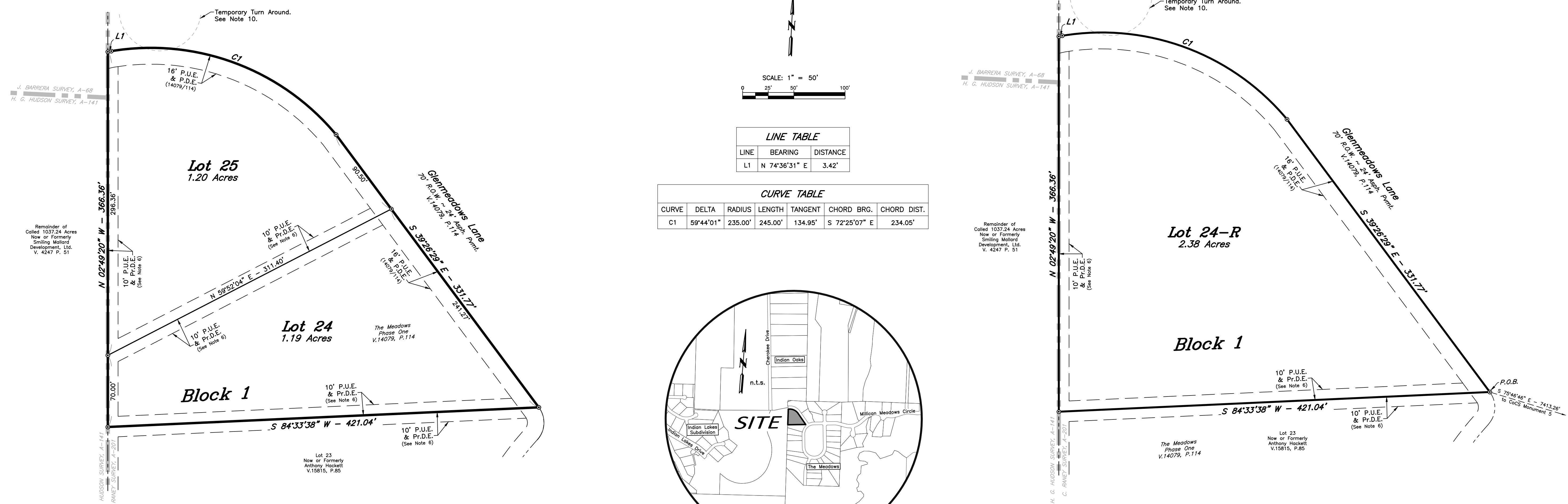
Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- Letter from Brazos County Health District - For On-site sewage evaluation.
- Letter from Brazos County 911 - For Road names.
- Letter from Water District or Company. - Stating water availability, etc.

If property is within an Extraterritorial Jurisdiction (ETJ) of a City:

- Approval notification from appropriate City.

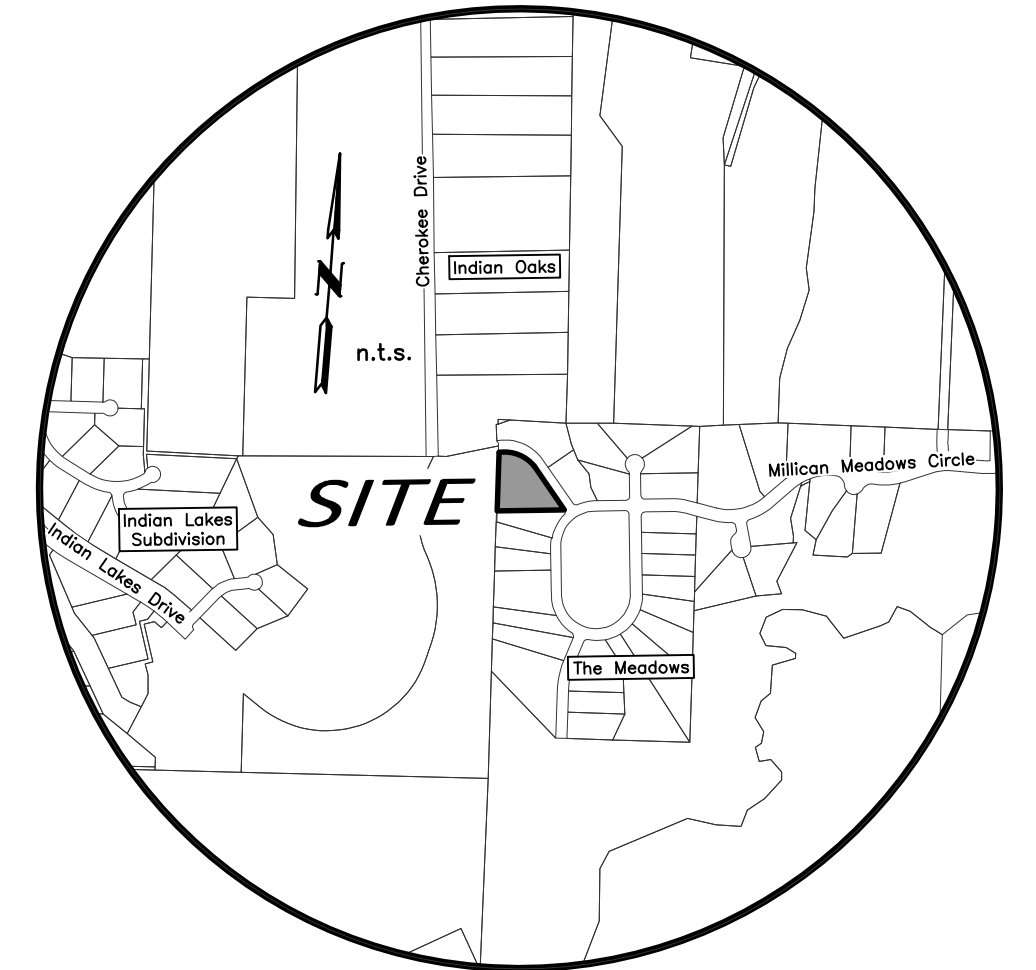
Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this Application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the Application above.



SCALE: 1" = 50'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 74°36'31" E	3.42'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BRG.	CHORD DIST.
C1	59°44'01"	235.00'	245.00'	134.95'	S 72°25'07" E	234.05'



ORIGINAL PLAT

LOTS 24 & 25, BLOCK 1, THE MEADOWS PHASE ONE AS RECORDED IN VOLUME 14079, PAGE 114

REPLAT

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
 COUNTY OF BRAZOS

We, Patrick J. Bergin and Martha A. Stevens, owners and developers of the land shown on this plat, and designated herein as the LOT 24-R, BLOCK 1, THE MEADOWS PHASE ONE Subdivision to the City of College Station, Texas, and whose names are subscribed hereto, hereby dedicate to the use of the public forever, all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Patrick J. Bergin, Owner
 Martha A. Stevens, Owner

STATE OF TEXAS
 COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

A CERTIFICATE OF APPROVAL

This subdivision plat was duly approved by the Commissioners Court of Brazos County, Texas, as the Final Plat of such subdivision on the ____ day of _____, 20____.

County Judge
 Brazos County, Texas

CERTIFICATE OF ADMINISTRATOR

I, _____, Administrator of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Administrator
 City of College Station

CERTIFICATE OF CITY ENGINEER

I, _____, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

City Engineer
 City of College Station

CERTIFICATE OF THE COUNTY CLERK

STATE OF TEXAS
 COUNTY OF BRAZOS

 County Clerk
 Brazos County, Texas

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
 COUNTY OF BRAZOS

I, Cody Karisch, Registered Professional Land Surveyor No. 7004, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Cody Karisch, R.P.L.S. No. 7004

OSSF Notes

- Sanitary sewage treatment and disposal will be provided by On-Site Sewage Facility (OSSF) systems.
- All proposed lots to be served by OSSF shall comply with all applicable County and State regulations including the minimum lot requirements required by Brazos County.
 - Property that will use an on-site sewage facility (OSSF) for sewage disposal shall be evaluated for overall site suitability. The results of a site evaluation, conducted according to 30 TAC §285.30 prepared by a licensed Site Evaluator or Texas Professional Engineer shall be required before approval of an OSSF by the permitting authority.
 - A complete permit application form, fee and the required planning materials approved by the permitting authority are required prior to the issuance of authorization to construct (ATC) for all OSSF in Brazos County regardless of the acreage of the tract. No OSSF shall begin construction in Brazos County prior to the issuance of the ATC.
 - OSSF planning materials shall include the required topography analysis for each tract and demonstrate to the satisfaction of the permitting authority in the design Technical Report and Site Drawings the suitability of the proposed disposal method for the slope and drainage features of each tract to ensure protection of surface and ground waters of the State.
 - Any potential OSSF site within a 100-year floodplain is subject to the special planning requirements in 30 TAC §285.1(c)(2) and shall be located so that a flood will not damage the OSSF during a flood event, resulting in contamination of the environment.
 - No OSSF tank, collection, distribution, or disposal may encroach the separation requirements of surface or ground water including for intermittent and perennial streams and the normal pool level of impoundments or spillway elevation. Subdivision and Development Plans altering the location and natural streambed of mapped drainages should obtain the permission of the Brazos County Engineer and any other State or Federal agency regulating surface waters of the State and where such alteration occur provide a copy of the engineered drainage plan to the OSSF permitting authority with the Subdivision Plat or Development Plan.
 - The locations of all private and public water wells, whether currently in use or abandoned, and regardless of availability of potable water supply from PWS at a tract, shall be indicated on the Subdivision Survey and any Site Drawings and shall require the separation distances specified in 30 TAC §285.91(10). A copy of the well plugging report filed with the Texas Water Development Board is required for any well previously known or indicated at a tract. DO NOT REMOVE WELL HEADS PRIOR TO THE REQUIRED PLUGGING OF THE BORE. Separation distances of OSSF from previously known water wells will not be reduced without a plugging report documenting protection of groundwater aquifers. This situation could prevent approval of an OSSF for a small tract.
 - No OSSF treatment or disposal components may encroach into any area reserved as a Public Utility Easement (PUE) without a variance being requested and approved by the permitting authority. Variance will be reviewed and approved on a case-by-case basis. Proposed encroachments into pipeline and electrical transmission easements shall require both the approved variance by the permitting authority and all letters of permission described in §285.91(10) or as required by the permitting authority in support of any approved variance. All underground and overhead easements must be clearly delineated on the Subdivision Plat with dimensions indicated.

Additional notes may be required to address conditions specific to a tract.

GENERAL NOTES:

- Property is in the ETJ and is not zoned.
- ORIGIN OF BEARING SYSTEM: The bearing system and actual measured distance to the monuments are consistent with the Final Plat of THE MEADOWS PHASE ONE recorded in Volume 14079, Page 114, Official Public Records of Brazos County, Texas.
- This development is mapped to the College Station Independent School District.
- Electrical service will be provided by BTU.
- Water service will be provided by Wellborn Special Utility District.
- As noted on General Note #9 of The Meadows, Phase 1 recorded in Volume 14079, Page 114, Official Public Records of Brazos County, Texas, "Unless noted otherwise, a 10' P.U.E. & Pr.D.E. shall be provided along each side and rear lot line."
- According to the Flood Insurance Rate Maps for Brazos County, Texas and Incorporated Areas, Map Numbers 48041C0350E, effective May 16, 2012, this property is not located in a Special Flood Hazard Area.
- The lot owner shall be responsible for controlling stormwater runoff from their respective property in accordance with all federal, state, and local requirements. Property owners shall not fill, fence, or otherwise block drainage.
- Common Areas shall be owned & maintained by H.O.A.
- No permanent driveway access to public ROW will be permitted at temporary turn around location. At time of roadway extension, temporary driveway shall be extended to permanent roadway location at developers expense.
- This survey does not constitute a title search by Surveyor. All information regarding record easements and other documents that might affect the quality of title to tracts shown hereon was gained from Title Commitment GF# 2403633CS, prepared by University Title Company of Brazos County, effective March 24, 2024. The following comments correspond to the easement items as numbered in the above commitment:

SCHEDULE B:

- Restrictive Covenants recorded in Volume 14079, Page 114 (on plat); Volume 13020, Page 62; Volume 14082, Pages 27 & 42; Volume 14099, Pages 239, 249, 252, 254, 257 & 259; Volume 14204, Page 112; Volume 16202, Page 246; Volume 17008, Pages 259, 264, 268 & 284; Volume 17009, Pages 1, 6, 10 & 13; Volume 17116, Page 172; Volume 18620, Pages 214, 218, 222 & 226; Volume 18674, Page 210, and Volume 19027, Pages 100 & 167, Official Records, Brazos County, Texas.
- Easement from George Dixon to Sinclair Refining Company, dated March 7, 1947, recorded in Volume 112, Deed Records, Brazos County, Texas (Blanket)
- B.D. Carlson and Ferguson Burleson County Gas Gathering System Easement, dated July 19, 1993, recorded in Volume 2047, Page 180, Official Records, Brazos County, Texas (Considered abandoned based on terms of easement)
- E.D. Tison and Ferguson Burleson County Gas Gathering System Easement, dated July 22, 1993, recorded in Volume 2047, Page 248, Official Records, Brazos County, Texas (Considered abandoned based on terms of easement)
- Terms, Conditions, and Stipulations in the Memorandum of Agreement by and between the City of College Station, dated July 23, 2019, recorded in Volume 15525, Page 148, Official Records, Brazos County, Texas.
- Statutory Notice to Purchasers of Real Property, from RB Meadows, LLC to Patrick J. Bergin, et al, recorded in Volume 15910, Page 67, Official Records, Brazos County, Texas (Lot 24, Block 1)
- Terms, Conditions, and Stipulations in the Certificate of Order of Brazos County Municipal Utility District Agreement by and between the Board of Directors of Brazos County Municipal District No. 2 to the Public, dated May 15, 2018, recorded in Volume 14554, Page 145, Official Records, Brazos County, Texas.
- Information Form of Brazos County Municipal Utility District No. 2 to the Public, dated February 14, 2018, recorded in Volume 14723, Page 259, Official Records, Brazos County, Texas; amended in instrument dated October 7, 2020, and recorded in Volume 16479, Page 104, Official Records, Brazos County, Texas; amended in instrument dated September 1, 2021, and recorded in Volume 17429, Page 59, Official Records, Brazos County, Texas; amended in instrument dated November 3, 2021, and recorded in Volume 17487, Page 43, Official Records, Brazos County, Texas; amended in instrument dated December 21, 2022, and recorded in Volume 18339, Page 70, Official Records, Brazos County, Texas; amended in instrument dated August 2, 2023, and recorded in Volume 18774, Page 247, Official Records, Brazos County, Texas; amended in instrument dated October 4, 2023, and recorded in Volume 18872, Page 70, Official Records, Brazos County, Texas.

12. Monumentation: Unless otherwise indicated, all lot corners are marked with 1/2" Iron Rods.
 @ - 1/2" Iron Rod Found (CM)

13. Abbreviations:
 CM - Controlling Monument
 H.O.A. - Homeowner's Association
 P.U.E. - Public Utility Easement
 P.D.E. - Public Drainage Easement
 P.O.B. - Point of Beginning
 Pr.D.E. - Private Drainage Easement

14. Minimum Building Setback lines are as follows:
 Front - 50'
 Side - 20'
 Rear - 50'

FIELD NOTES

- Being all that certain tract or parcel of land lying and being situated in the C. RANEY SURVEY, Abstract No. 201, Brazos County, Texas and being a total of 2.384 acres of land consisting of all of the following two (2) individual tracts:
- Being all of Lot 24, Block 1, THE MEADOWS, PHASE 1 according to the Final Plat recorded in Volume 14079, Page 114 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.), said Lot 24, Block 1 being further described in the deed from RB Meadows, LLC to Patrick J. Bergin and Martha A. Stevens recorded in Volume 15910, Page 63 (O.P.R.B.C.),
 - Being all of Lot 25, Block 1 of said THE MEADOWS, PHASE 1, said Lot 25, Block 1 being further described in the deed from RB Meadows, LLC to Patrick J. Bergin and Martha A. Stevens recorded in Volume 15051, Page 204 (O.P.R.B.C.),
- and being more particularly described by metes and bounds as follows:
- BEGINNINGS: at a found 1/2-inch iron rod marking the common southeast corner of this tract and said Lot 24, Block 1, said iron rod also marking the northeast corner of Lot 23, Block 1, being in the east line of the called 1037.24 acre Smiling Mallard Development, LTD, Tract Two recorded in Volume 4247, Page 51 (O.P.R.B.C.) and being at or near the common line of the said CLEMENT RANEY SURVEY, A-141 and the HENRY G. HUDSON SURVEY, A-141;
- THENCE: S 84°33'38" W along the common line of this tract and said Lot 23, Block 1 for a distance of 421.04 feet to a found 1/2-inch iron rod marking the common southwest corner of this tract and said Lot 24, Block 1, said iron rod also marking the northeast corner of Lot 23, Block 1, being in the east line of the called 1037.24 acre Smiling Mallard Development, LTD, Tract Two recorded in Volume 4247, Page 51 (O.P.R.B.C.) and being at or near the common line of the said CLEMENT RANEY SURVEY, A-201 and the HENRY G. HUDSON SURVEY, A-141;
- THENCE: N 02°49'20" W along the common line of this tract and the called 1037.24 acre Smiling Mallard Development, LTD, Tract Two and being at or near the common line of the said CLEMENT RANEY SURVEY, A-201, the said HENRY G. HUDSON SURVEY, A-141 and the JOSE MARIA BARRERA SURVEY, A-68 for a distance of 366.36 feet to a found 1/2-inch iron rod marking the common northwest corner of this tract and said Lot 25, Block 1, said iron rod also being in the southwest right-of-way line of said Glenmeadows Lane;
- THENCE: along the southwest right-of-way line of Glenmeadows Lane for the following three (3) calls:
- N 74°36'31" E for a distance of 3.42 feet to a found 1/2-inch iron rod marking the Point of Curvature of a curve to the right;
 - 245.00 feet along the arc of said curve having a central angle of 59°44'01", a radius of 235.00 feet, a tangent of 134.95 feet and long chord bearing S 72°25'07" E at a distance of 234.05 feet to a found 1/2-inch iron rod marking the Point of Tangency; and
 - S 39°26'29" E for a distance of 331.77 feet to the POINT OF BEGINNING and containing 2.38 acres of land.

FINAL PLAT

LOT 24-R, BLOCK 1, THE MEADOWS PHASE ONE

BEING A REPLAT OF LOTS 24 & 25, BLOCK 1,
THE MEADOWS, PHASE ONE, RECORDED IN
VOLUME 14079, PAGE 114

2.38 ACRES

C. RANEY SURVEY, A-201
BRAZOS COUNTY, TEXAS

MARCH 29, 2024
SCALE: 1" = 50'

Owner:
Patrick J. Bergin &
Martha A. Stevens
1837B Glenmeadows Lane
College Station, Texas 77845

Surveyor:
Texas Firm Registration No. 10103300
McClure & Browne Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, Texas 77845
(979) 693-3838



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

7/2/2024

ITEM:

Payments in Error

- a. 8 Acres QOZB LLC - \$30,140.08

Overpayments

- b. Calvin R Hereford - \$150.45
- c. Margi Virginia Johnson & Steve Johnson -\$ 548.52
- d. Corelogic - \$226.35
- e. Corelogic - \$34.51
- f. Corelogic - \$70.91
- g. Local Properties LLC - \$13.94
- h. Charles E Arnold \$9.75
- i. Stanley & Bonnie M Markowski - \$100.00

TO:

Commissioners Court

DATE:

06/25/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

[CC_Refund_Request_06_25_2024
\(002\).pdf](#)

Description

Tax Refund Request

Type

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 06/25/2024

REQUESTOR	8 ACRES QOZB LLC
ADDRESS	3435 MAHOGANY DR BRYAN TX 77807
OWNER NAME	TRADITIONS CLUB BRYAN
PROP ID#	301581
REFUND AMOUNT	\$ 30140.08

REQUESTOR	JOHNSON MARGI
ADDRESS	807 BROADMOOR DR BRYAN TX 77802-3704
OWNER NAME	JOHNSON MARGI VIRGINIA & STEVE
PROP ID#	39181
REFUND AMOUNT	\$ 548.52

REQUESTOR	CORELOGIC ATTN: REFUND DEPT
ADDRESS	PO BOX 9202 COPPELL TX 75019
OWNER NAME	JARM HOLDINGS LLC
PROP ID#	24255
REFUND AMOUNT	\$ 226.35

REQUESTOR	CORELOGIC
ADDRESS	PO BOX 9202 COPPELL TX 75019
OWNER NAME	MEYER JONA
PROP ID#	302886
REFUND AMOUNT	\$ 34.51

REQUESTOR	CORELOGIC TAX SERVICES, LLC
ADDRESS	PO BOX 9202 COPPELL TX 75019
OWNER NAME	MUNRO JAMES & AMBER
PROP ID#	434078
REFUND AMOUNT	\$ 70.91

REQUESTOR	LOCOL PROPERTIES LLC
ADDRESS	930 HIGHLAND CIR MAGNOLIA AR 71753-2541
OWNER NAME	LOCOL PROPERTIES LLC
PROP ID#	46500
REFUND AMOUNT	\$ 13.94

REQUESTOR	ARNOLD CHARLES E, ARNOLD LOU A
ADDRESS	1416 COUNTRY CLUB RD ARLINGTON TX 76013-1005
OWNER NAME	ARNOLD CHARLES E
PROP ID#	8508670
REFUND AMOUNT	\$ 9.75

REQUESTOR	MARKOWSKI STANLEY & BONNIE M
ADDRESS	6142 BROACH RD BRYAN TX 77808-8854
OWNER NAME	MARKOWSKI STANLEY & BONNIE M
PROP ID#	372353
REFUND AMOUNT	\$ 100.00

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

REQUESTOR	HEREFORD DONNIE L
ADDRESS	19900 FM 974
OWNER NAME	HEREFORD CALVIN R
PROP ID#	421648
REFUND AMOUNT	\$ 150.45

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
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PROP ID#	
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REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
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

8 ACRES QOZB LLC
3891 S TRADITIONS DR
BRYAN TX 77807-7595

PROPERTY DESCRIPTION

Legal: THE TRADITIONS PH 6, BLOCK 1, LOT 1R, ACRES 8.815
Address: 3131 CLUB DR ,
Account # 301581

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	01/29/2024	\$30140.08	\$30140.08


Taxpayer's reason for refund: PAYMENT IN ERROR

REFUND TO:

8 ACRES QOZB LLC
3891 S TRADITIONS DR 3435 MAHOGANY DR.
BRYAN TX 77807-7595

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

6.20.24

Date

281-250-9511

Phone #

DSEGERSONWILLIAMKOLEINC.COM

Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved



Authorized Officer Signature

7/2/24

Date

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

Authorized Officer Signature

Date

TAX RECEIPT

06/20/2024 12:06PM

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

Receipt Number	
3340874	
Date Posted	01/29/2024
Payment Type	P
Payment Code	Full
Total Paid	\$30,140.08

PAID BY:

8 ACRES QOZB LLC
 3891 S TRADITIONS DR
 BRYAN, TX 77807-7595

Property ID	Geo	Legal Acres	Owner Name and Address
301581	604870-0601-0010	8.8150	TRADITIONS CLUB BRYAN LP % PROPERTY TAX DEPARTMENT 3131 CLUB DR BRYAN, TX 77807-1104
Legal Description			
THE TRADITIONS PH 6, BLOCK 1, LOT 1R, ACRES 8.815			
Situs	DBA Name		
3131 CLUB DR			

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
BRAZOS COUNTY	2023	0.40970	1,520,000	672	N	6,227.44	0.00	0.00	0.00	0.00	6,227.44
CITY OF BRYAN	2023	0.62400	1,520,000	672	N	9,484.80	0.00	0.00	0.00	0.00	9,484.80
BRYAN ISD	2023	0.94920	1,520,000	672	N	14,427.84	0.00	0.00	0.00	0.00	14,427.84
											30,140.08

Balance Due As Of 01/29/2024: .00

Tender	Details	Description	Amount
Check	10020		30140.08
			30140.08

Operator	Batch	Total Paid
aparra	49832 (02062024_AP_MAIL)	30,140.08

Angela N. Hines

From: David Segers <dsegers@williamcoleinc.com>
Sent: Thursday, June 20, 2024 10:50 AM
To: Angela N. Hines
Subject: Re: Brazos Count Refund Form
Attachments: 20240620105707870.pdf

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. *****

Hi Angela,
Attached is the completed form. Please note the change in street address. Our offices relocated last November and are no longer at the 3891 S. Traditions Dr. address.

Also, do you know if the records have been updated to reflect the correct tract associated with 8 Acres QOZB, LLC?

Thanks,
David

William Cole COMPANIES	David Segers
	Principal / Chief Financial Officer
	M <u>281.250.9511</u>
	E <u>dsegers@williamcoleinc.com</u>
	W <u>www.williamcoleinc.com</u> \

From: "Angela N. Hines" <AHines@brazoscountytexas.gov>
Date: Thursday, June 20, 2024 at 10:38 AM
To: David <dsegers@williamcoleinc.com>
Subject: Brazos Count Refund Form

Please complete the refund form attached. Original signed form will need to be mailed back to our office.

Thank you!

Angela Hines
Property Tax Supervisor
Office of Kristeen Roe, CTA, PCAC
Brazos County Tax Assessor/Collector
4151 County Park CT
Bryan, TX 77802
V 979.775.9930 Fax 979.775.9938

APPLICATION FOR TAX REFUND

Collecting Office Name

Brazos County Tax Office

Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

OWNER'S NAME AND ADDRESS

JOHNSON MARGI VIRGINIA & STEVE

807 BROADMOOR DR

BRYAN TX 77802-3704

PROPERTY DESCRIPTION

Legal: RIDGECREST, BLOCK 6, LOT 1

Address: 807 BROADMOOR DR ,

Account # 39181

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	06/12/2024	\$1588.18	\$548.52

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

JOHNSON MARGI

807 BROADMOOR DR

BRYAN TX 77802-3704

TAX REFUND DETERMINATION

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."

M. Nancy Johnson

Signature

04-24-2024

Date

The tax refund is Approved Disapproved

[Signature]

7/2/24

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

TAX RECEIPT

06/17/2024 08:57AM

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

Receipt Number
3356087
Date Posted 06/12/2024
Payment Type P
Payment Code Over/Refund
Total Paid \$1,588.18

PAID BY:

JOHNSON MARGI
807 BROADMOOR DR
BRYAN, TX 77802-3704

Property ID	Geo	Legal Acres	Owner Name and Address
39181	543000-0006-0010	0.0000	JOHNSON STEPHEN & MARGI IRREVOCA HOLLI VIRGINIA CENTANNI TRUSTEE 2701 WOODCLIFF CT COLLEGE STATION, TX 77845-3804
Legal Description			
RIDGECREST, BLOCK 6, LOT 1			
Situs		DBA Name	
807 BROADMOOR DR			

Entity	Year	Rate	Taxable Value	Strmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149200	N	548.52	0.00	0.00	0.00	0.00	548.52
BRAZOS COUNTY	2023	0.40970	142,005	67995	N	246.74	0.00	0.00	0.00	0.00	246.74
CITY OF BRYAN	2023	0.62400	202,005	67995	N	502.24	0.00	0.00	0.00	0.00	502.24
BRYAN ISD	2023	0.94920	107,005	67995	N	290.68	0.00	0.00	0.00	0.00	290.68
											1,588.18

Balance Due As Of 06/12/2024: -548.52

Tender	Details	Description	Amount
Check	4425		1588.18
			1588.18

Operator Batch Total Paid
crsalgado 51849 (06/17/2024_CRS) 1,588.18

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

MEYER JONA
PO BOX 356
DANBURY TX 77534-0356

PROPERTY DESCRIPTION

Legal: DOVE CROSSING PH 1B, BLOCK 4, LOT 27
Address: 929 CRYSTAL DOVE AVE ,
Account # 302886

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	05/30/2024	\$34.51	\$34.51

Taxpayer's reason for refund: **OP-Overpayment**

REFUND TO:

CORELOGIC
PO BOX 9202
COPPELL, TX 75019

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."

Shannon Stokes

Signature

(864) 968-9517

Phone #

6/20/24

Date

sstokes@corelogic.com

Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved

Authorized Officer Signature

Date

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

Authorized Officer Signature

Date

7/2/24

TAX RECEIPT

06/06/2024 04:07PM

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

Receipt Number	
3355055	
Date Posted	05/30/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$34.51

PAID BY:

CORELOGIC
3001 HACKBERRY ROAD
IRVING, TX 75063

Property ID	Geo	Legal Acres	Owner Name and Address
302886	230100-1204-0270	0.0000	MEYER JONA PO BOX 356 DANBURY, TX 77534-0356
Legal Description			
DOVE CROSSING PH 1B, BLOCK 4, LOT 27			
Situs			
929 CRYSTAL DOVE AVE			
DBA Name			

Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149174	N	34.51	0.00	0.00	0.00	0.00	34.51
COLLEGE STATION											
ISD	2023	0.96220	314,058	88263	N	0.00	0.00	0.00	0.00	0.00	0.00
CITY OF COLL.											
STAT.	2023	0.51309	314,058	88263	N	0.00	0.00	0.00	0.00	0.00	0.00
BRAZOS COUNTY	2023	0.40970	314,058	88263	N	0.00	0.00	0.00	0.00	0.00	0.00
34.51											

Balance Due As Of 05/30/2024: -34.51

Tender	Details	Description	Amount
Check	313453		34.51
			34.51

Operator	Batch	Total Paid
crsaigado	51882 (06/06/2024_CRS)	34.51

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

MUNRO JAMES & AMBER
700 GRANGER LN
COLLEGE STATION TX 77845-2170

PROPERTY DESCRIPTION

Legal: MIDTOWN RESERVE PH 201, BLOCK 21, LOT 1
Address: 700 GRANGER LN ,
Account # 434078

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	06/12/2024	\$4077.65	\$70.91

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

CORELOGIC TAX SERVICES, LLC
PO BOX 9202
COPPELL, TX 75019

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."

Shannon Stokes
Signature
(864) 968-9517
Phone #

6/20/24
Date
sstokes@corelogic.com
Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved

[Signature]
Authorized Officer Signature

7/2/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

06/12/2024 08:49AM

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

Receipt Number	
3355531	
Date Posted	05/31/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$4,077.65

PAID BY:

CORELOGIC TAX SERVICES, LLC
 3001 HACKBERRY ROAD
 IRVING, TX 75063

Property ID	Geo	Legal Acres	Owner Name and Address
434078	413800-2121-0010	0.0000	MUNRO JAMES & AMBER 700 GRANGER LN COLLEGE STATION, TX 77845-2170
Legal Description			
MIDTOWN RESERVE PH 201, BLOCK 21, LOT 1			
Situs		DBA Name	
700 GRANGER LN			

Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149191	N	70.91	0.00	0.00	0.00	0.00	70.91
BRAZOS COUNTY CITY OF COLL.	2023	0.40970	188,107	92823	N	770.68	0.00	100.18	0.00	0.00	870.86
STAT. COLLEGE STATION	2023	0.51309	188,107	92823	N	965.15	0.00	125.48	0.00	0.00	1,090.63
ISD	2023	0.96220	188,107	92823	N	1,809.96	0.00	235.29	0.00	0.00	2,045.25
											4,077.65

Balance Due As Of 05/31/2024: -70.91

Tender	Details	Description	Amount
Check	412322287		4077.65
			4077.65

Operator	Batch		Total Paid
Iemerson	51775 (06122024_AP)		4,077.65

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

JARM HOLDINGS LLC
1409 CILANTRO DR
FLOWER MOUND TX 75028-5104

PROPERTY DESCRIPTION

Legal: COLLEGE VISTA, BLOCK H, LOT 2
Address: 410 ASH ST (CS) ,
Account # 24255

TAX PAYMENT INFORMATION

<u>Name of Taxing Unit</u>	<u>Tax Year of Refund</u>	<u>Payment Date</u>	<u>Amount Paid</u>	<u>Refund Amount Requested</u>
ZREFUND	2023	02/29/2024	\$12336.55	\$226.35

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

CORELOGIC
ATTN: REFUNDS DEPT
PO BOX 9202
COPPELL TX 75019

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."

<u>Shannon Stokes</u> Signature	<u>6/20/24</u> Date
<u>(864) 968-9517</u> Phone #	<u>sstokes@corelogic.com</u> 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

[Signature]
Authorized Officer Signature

7/2/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

03/05/2024 09:01AM

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

Receipt Number	
3347338	
Date Posted	02/29/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$12,336.55

PAID BY:

CORELOGIC
 ATTN: REFUNDS DEPT
 PO BOX 9202
 COPPELL, TX 75019

Property ID	Geo	Legal Acres	Owner Name and Address								
24255	195800-0008-0020	0.0000	JARM HOLDINGS LLC 1409 CILANTRO DR FLOWER MOUND, TX 75028-5104								
Legal Description											
COLLEGE VISTA, BLOCK H, LOT 2											
Situs	DBA Name										
410 ASH ST (CS)											
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149068	N	226.35	0.00	0.00	0.00	0.00	226.35
BRAZOS COUNTY CITY OF COLL.	2023	0.40970	600,426	66456	N	2,459.95	0.00	172.19	0.00	0.00	2,632.14
STAT. COLLEGE STATION	2023	0.51309	600,426	66456	N	3,080.70	0.00	215.65	0.00	0.00	3,296.35
ISD	2023	0.96220	600,426	66456	N	5,777.30	0.00	404.41	0.00	0.00	6,181.71
Balance Due As Of 02/29/2024: -226.35											

Tender	Details	Description	Amount
Check	412168092		12336.55
			12336.55

Operator	Batch	Total Paid
tmcoore	50318 (03/05/2024TM)	12,336.55

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

LOCOL PROPERTIES LLC
930 HIGHLAND CIR
MAGNOLIA AR 71753-2541

PROPERTY DESCRIPTION

Legal: VILLAGE ON THE CREEK CONDOS, BLDG H, UNIT 8104
Address: 4441 OLD COLLEGE RD 8104 ,
Account # 46500

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	11/15/2023	\$2161.79	\$13.94

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

LOCOL PROPERTIES LLC
930 HIGHLAND CIR
MAGNOLIA AR 71753-2541

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

870 904 0674

Phone #

6/16/2024

Date

dhcole7593@gmail.com

Email Address

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

TAX REFUND DETERMINATION

The tax refund is Approved Disapproved


Authorized Officer Signature

7/2/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

11/15/2023 03:36PM

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

Receipt Number	
3273019	
Date Posted	11/15/2023
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$2,161.79

PAID BY:

LOCOL PROPERTIES LLC
 930 HIGHLAND CIR
 MAGNOLIA, AR 71753-2541

Property ID	Geo	Legal Acres	Owner Name and Address
46500	636300-0008-8104	0.0000	LOCOL PROPERTIES LLC 930 HIGHLAND CIR MAGNOLIA, AR 71753-2541
Legal Description			
VILLAGE ON THE CREEK CONDOS, BLDG H, UNIT 8104			
Situs	DBA Name		
4441 OLD COLLEGE RD 8104			

Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Djscnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	148417	N	13.94	0.00	0.00	0.00	0.00	13.94
BRAZOS COUNTY	2023	0.40970	108,319	78832	N	443.78	0.00	0.00	0.00	0.00	443.78
CITY OF BRYAN	2023	0.62400	108,319	78832	N	675.91	0.00	0.00	0.00	0.00	675.91
BRYAN ISD	2023	0.94920	108,319	78832	N	1,028.16	0.00	0.00	0.00	0.00	1,028.16
											2,161.79

Balance Due As Of 11/15/2023: -13.94

Tender	Details	Description	Amount
Check	1035		2161.79
			2,161.79

Operator	Batch		Total Paid
Iemerson	48430 (11152023_LE)		2,161.79

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

ARNOLD CHARLES E
1416 COUNTRY CLUB RD
ARLINGTON TX 76013-1005

PROPERTY DESCRIPTION

Legal: **AGGIE SIGMA CHI 30017909-000 NITRO OIL & GA/AGGIELAND (WOODBINE) AB 122 /W. FRAZIER**
SUR .0342840000 R

Address:
Account # **8508670**

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	05/31/2024	\$561.69	\$9.75

Taxpayer's reason for refund: **OP-Overpayment**

REFUND TO:

ARNOLD CHARLES E, ARNOLD LOU A
1416 COUNTRY CLUB RD
ARLINGTON TX 76013-1005

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

6-16-24

Date

817 3129644

Phone #

1100aa@att.net

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

7/2/24

Date

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

Authorized Officer Signature

Date

TAX RECEIPT

06/07/2024 03:25PM

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

Receipt Number	
3355207	
Date Posted	05/31/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$561.69

PAID BY:

ARNOLD CHARLES E
 ARNOLD LOU A
 1416 COUNTRY CLUB RD
 ARLINGTON, TX 76013-1005

Property ID	Geo	Legal Acres	Owner Name and Address
8508670	30-017909-000-R-030017909000R022022	342,840.0000	ARNOLD CHARLES E ARNOLD LOU A 1416 COUNTRY CLUB RD ARLINGTON, TX 76013-1005
Legal Description			
AGGIE SIGMA CHI 30017909-000 NITRO OIL & GA/AGGIELAND (WOODBINE) AB 122 /W. FRAZIER SUR .0342840000 R			
Situs	DBA Name		

Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149161	N	9.75	0.00	0.00	0.00	0.00	9.75
EMG SVCS DIST #1 COLLEGE STATION	2023	0.02071	35,074	5532	N	7.26	0.00	0.94	0.00	0.00	8.20
ISD	2023	0.98220	35,074	5532	N	337.48	0.00	43.87	0.00	0.00	381.35
BRAZOS COUNTY	2023	0.40970	35,074	5532	N	143.70	0.00	18.69	0.00	0.00	162.39
											561.69

Balance Due As Of 05/31/2024: -9.75

Tender	Details	Description	Amount
Check	4110		561.69
			561.69

Operator	Batch	Total Paid
crsalgado	51694 (06/07/2024_CRS)	561.69

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

MARKOWSKI STANLEY & BONNIE M
6142 BROACH RD
BRYAN TX 77808-8854

PROPERTY DESCRIPTION

Legal: COYOTE UNIT 1H 30026103-000 WILDFIRE ENER/GIDDINGS (EAGLEFORD) AB 17 /FULTON, M L
SUR .0006969200 R
Address:
Account # 372353

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	06/12/2024	\$183.40	\$100.00

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

MARKOWSKI STANLEY & BONNIE M
6142 BROACH RD
BRYAN TX 77808-8854

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."

Stanley Bonnie Markowski
Signature

6-19-24
Date

97-9-5892044
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

[Signature]
Authorized Officer Signature

7/2/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

06/12/2024 11:02AM

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

Receipt Number
3355607

Date Posted 06/12/2024
 Payment Type P
 Payment Code Over/Refund
 Total Paid \$183.40

PAID BY:

MARKOWSKI STANLEY & BONNIE M
 6142 BROACH RD
 BRYAN, TX 77808-8854

Property ID	Geo	Legal Acres	Owner Name and Address									
372353	30-026103-000-R-030026103000R032502	0.0000	MARKOWSKI STANLEY & BONNIE M 6142 BROACH RD BRYAN, TX 77808-8854									
Legal Description												
COYOTE UNIT 1H 30026103-000 WILDFIRE ENER/GIDDINGS (EAGLEFORD) AB 17 /FULTON, M L SUR .0006969200 R												
Situs	DBA Name											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
EMG SVCS DIST #2	2021	0.02756	1,084	81052	N	0.27	0.00	0.11	0.06	0.00	0.44	
BRAZOS COUNTY	2021	0.49350	1,084	81052	N	4.66	0.00	1.91	0.99	0.00	7.56	
BRYAN ISD	2021	1.22680	1,084	81052	N	11.57	0.00	4.74	2.45	0.00	18.76	
EMG SVCS DIST #2	2022	0.02239	1,361	81752	N	0.30	0.00	0.09	0.06	0.00	0.45	
BRAZOS COUNTY	2022	0.42941	1,361	81752	N	5.85	0.00	1.70	1.13	0.00	8.68	
BRYAN ISD	2022	1.13960	1,361	81752	N	15.51	0.00	4.50	3.00	0.00	23.01	
EMG SVCS DIST #2	2023	0.02099	1,545	82935	N	0.32	0.00	0.04	0.00	0.00	0.36	
BRYAN ISD	2023	0.94920	1,545	82935	N	14.66	0.00	2.20	0.00	0.00	16.86	
BRAZOS COUNTY	2023	0.40970	1,545	82935	N	6.33	0.00	0.95	0.00	0.00	7.28	
Z REFUND ENTITY	2023	0.00000	0	149195	N	100.00	0.00	0.00	-0.00	0.00	100.00	183.40

Balance Due As Of 06/12/2024: -100.00

Tender	Details	Description	Amount
Check	236		183.40
			183.40

Operator Batch
 aparra 51775 (06122024_AP)

Total Paid
 183.40

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

HEREFORD CALVIN R
1990 FM 974
BRYAN TX 77808-9795

PROPERTY DESCRIPTION

Legal: CLOSS LAND & CATTLE UNIT 1H 50004384-000 WILDFIRE ENER/AGUILA VADO (EAGLEFORD AB
30 /LAWERANCE, M SUR .0015985200 R
Address:
Account # 421648

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	06/12/2024	\$150.45	\$150.45

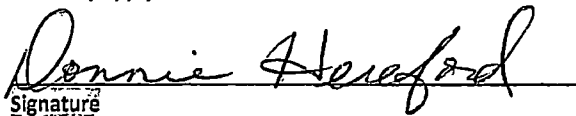
Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

HEREFORD DONNIE L
1990 FM 974
BRYAN TX 77808-9795

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

6-19-24
Date

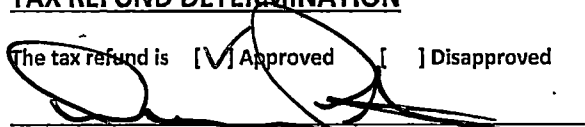
979-589-2209
Phone #

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

7/2/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

06/12/2024 10:05AM

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

Receipt Number
3355592

Date Posted 05/31/2024
Payment Type P
Payment Code Over/Refund
Total Paid \$150.45

PAID BY:

HEREFORD DONNIE L
19900 FM 974
BRYAN, TX 77808-9795

Property ID	Geo	Legal Acres	Owner Name and Address									
421648	50-004384-000-R-050004384000R001003	0.0000	HEREFORD CALVIN R 19900 FM 974 BRYAN, TX 77808-9795									
Legal Description												
CLOSS LAND & CATTLE UNIT 1H 50004384-000 WILDFIRE ENER/AGUILA VADO (EAGLEFORD AB 30 /LAWERANCE, M SUR .0015985200 R												
Situs			DBA Name									
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd	
Z REFUND ENTITY	2023	0.00000	0	149192	N	150.45	0.00	0.00	0.00	0.00	150.45	
BRYAN ISD	2023	0.94920	10,902	59334	N	0.00	0.00	0.00	0.00	0.00	0.00	
EMG SVCS DIST #2	2023	0.02099	10,902	59334	N	0.00	0.00	0.00	0.00	0.00	0.00	
BRAZOS COUNTY	2023	0.40970	10,902	59334	N	0.00	0.00	0.00	0.00	0.00	0.00	
											150.45	
												Balance Due As Of 05/31/2024: -150.45

Tender	Details	Description	Amount
Check	260		150.45
			150.45

Operator Batch
Iemerson 51775 (06122024_AP)

Total Paid
150.45



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: • FY 23/24 Budget Amendments 38.01 - 38.06
TO: Commissioners Court
FROM: Nina Payne
DATE: 06/27/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
38_Coversheet.pdf	FY 24 Budget Amendments 38.01 - 38.06 Coversheet	Cover Memo
38.01 - 38.06.pdf	FY 24 Budget Amendments 38.01 - 38.06	Budget Amendment

BRAZOS COUNTY, TEXAS

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

NO. 23/24 38.01 – 38.06

On this the 2nd day of July 2024 at a regular meeting of the Commissioners' Court, the following members were present:

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


The following proceedings were held:

THAT WHEREAS, on 2nd day of July 2024 the Court heard and approved a budget amendment(s) for the 2023-2024 budget year for Brazos County, Texas; and

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

ADOPTED AND APPROVED this the 2nd day of July 2024.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 

Duane Peters, County Judge

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 7/2/2024
ITEM: • Approval for Personnel Change of Status
TO: Commissioners Court
DATE: 06/27/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Personnel Change of Status - Public - 07-02-2024.pdf	Cover Sheet	Cover Memo

Personnel Change of Status

(Jun 27, 2024)

Commissioners' Court Date: 07-02-2024
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
District Clerk - Administration	Velasquez, Emily
Juvenile Services - Detention	Killebrew, Romesha
Juvenile Services - Detention	Mathis Jr, Kelvin
Juvenile Services - Detention	Mosley, Lakeydra
Juvenile Services - Detention	Taylor, Rydarius
Juvenile Services - Detention	Westbrook, Dmitri
Sheriff Office - Jail Administration	Vardeman, Jeffrey

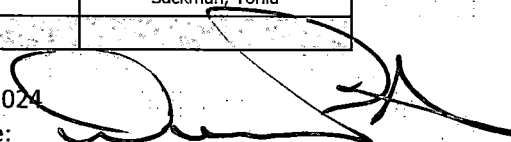
Separations

Department Name	Employee Name
Justice of Peace - Precinct 3 - Administration	Castillo, Carla
Juvenile Services - TJJD - Pre & Post Adjudication	Deleon, Maximo
Tax Assessor - Collector - Administration	Johnson, Linda
Tax Assessor - Collector - Administration	Sikes, Rebecca
Texas Indigent Defense Commission Grant	Aboelhasan, Yasmeen

Personnel Action Forms

Department Name	Employee Name
County Agriculture Extension - Administration	Montoya, Kellie
Health & Wellness Clinic	Coyle, Kimberly
Juvenile Services - TJJD - Pre & Post Adjudication	Barnes, Trenise
Sheriff's Office - Jail Administration	Figueroa, Irma
Sheriff's Office - Jail Administration	Roper, Sean
Sheriff's Office - Jail Administration	Wells, Christina
Tax Assessor Collector	Sackman, Tonia

Approved in Commissioners' Court: 07-02-2024
County Judge's or Commissioner's Signature:





BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: July 2, 2024

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 8203580 Thru CLAIM # 8203696
CLAIM # 9201537 Thru CLAIM # 9201598

The Court voted unanimously to approve these Claims as submitted.

Duane Peters
County Judge

Karen McQueen
County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 7/2/2024

ITEM: Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of June 26, 2024.
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of June 26, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 06/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[FY_24_Actuals.pdf](#)

FY 2023-2024 Budget to Actuals by Fund as of 6/26/2024

Backup Material

[FY_24_Contingency_Budget_to_Actuals_Fund.pdf](#)

FY 2023-2024 Contingency Budget to Actuals by Fund as of 6/26/2024

Backup Material

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

Fund: 01000 General Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	116,116,899	119,608,263	134,330,000	117,413,767	87%
Charges for Services	14,007,731	14,373,002	11,221,037	9,653,586	86%
Interest Income	1,233,588	8,311,341	5,780,000	8,235,921	142%
Other Revenue	2,105,454	1,265,902	961,750	2,074,046	216%
Reserves	-	-	44,859,588	0	0%
Intergovernmental	9,344,605	8,218,468	836,002	802,763	96%
Other Financing Sources	1,565,379	215,777	210,000	163,955	78%
Total Revenue	\$144,373,655	\$151,992,753	\$198,198,377	\$138,344,038	70%

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	39,053,844	65%
Outside Labor Costs	186,676	104,348	163,000	177,763	109%
Benefits	27,150,252	27,183,091	35,508,750	22,291,915	63%
Discretionary Spending	-	-	1,821,590	-	-
Supplies and Other Charges	7,681,618	9,058,121	12,020,558	6,614,438	55%
Contingency	-	-	7,297,852	-	-
Repairs and Maintenance	2,354,842	4,532,190	7,477,493	2,767,725	37%
Contractual Services	8,721,285	9,372,616	12,151,132	5,394,191	44%
Professional Services	4,303,755	6,379,393	13,050,445	4,034,861	31%
Community Contracts	4,615,488	4,716,979	6,382,870	4,362,163	68%
Capital Outlay	5,302,428	7,260,102	21,033,500	6,974,861	33%
Other Financing Uses	4,709,639	20,917,731	21,634,274	-	-
Total Expense	\$109,678,212	\$139,010,628	\$198,198,377	\$91,671,761	46%

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	-	0
Total Revenue	\$102,730	\$0	-	\$0

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

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

Fund: 11000 Hotel Occupancy Tax Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,360,758	3,689,821	3,250,000	2,359,914	73%
Interest Income	12,820	119,177	50,000	189,017	378%
Other Revenue	454	1,500	-	1,750	-
Reserves	-	-	1,000,000	-	-
Other Financing Sources	-	246,080	-	-	-
Total Revenue	\$3,374,031	\$4,056,579	\$4,300,000	\$2,550,681	59%

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	51,730	32%
Benefits	45,799	41,481	75,055	25,647	34%
Supplies and Other Charges	178,495	30,866	45,075	20,251	45%
Contingency	-	-	526,974	-	-
Repairs and Maintenance	21,600	-	500,000	-	-
Contractual Services	127,582	347,894	185,490	125,450	68%
Professional Services	5,300	24,960	5,300	5,300	100%
Community Contracts	914,481	1,370,205	910,000	487,983	54%
Capital Outlay	20,704	554,303	638,013	516,864	81%
Other Financing Uses	1,165,715	-	1,250,000	1,250,000	100%
Total Expense	\$2,577,941	\$2,454,451	\$4,300,000	\$2,483,225	58%

**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	5,056	3,000	8,292	276%
Reserves	-	-	218,000	-	-
Intergovernmental	30,417	30,347	30,000	29,508	98%
Total Revenue	\$30,693	\$35,403	\$251,000	\$37,801	15%

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	Percent Received
Interest Income	387	9,140	3,000	13,097	437%
Reserves	-	-	68,000	-	-
Total Revenue	\$387	\$9,140	\$71,000	\$13,097	18%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	21,800	-
Contingency	-	-	49,200	-
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	Percent Received
Charges for Services	28,463	164,116	67,500	70,424	104%
Interest Income	48	1,942	0	4,696	-
Reserves	-	-	10,000	-	-
Total Revenue	\$28,511	\$166,057	\$77,500	\$75,119	97%

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	43,086	56%
Total Expense	\$59,063	\$62,593	\$77,500	\$43,086	56%

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	31,728,216	39,176,878	39,700,219	101%
Interest Income	50,392	433,637	200,000	815,172	408%
Other Revenue	460,822	397,231	487,494	487,494	100%
Reserves	-	-	19,000,000	-	-
Total Revenue	\$37,304,461	\$32,559,083	\$58,864,372	\$41,002,885	70%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	134,246	-	-	-
Community Contracts	26,568,700	26,044,743	58,844,372	25,219,333	43%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
Total Expense	\$26,588,700	\$26,198,989	\$58,864,372	\$25,239,333	43%

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	Percent Received
Reserves	-	-	69,360	-	-
Intergovernmental	14,928	14,872	14,500	37,584	259%
Total Revenue	\$14,928	\$14,872	\$83,860	\$37,584	45%

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	18,606	22%
Total Expense	\$11,984	\$12,741	\$83,860	\$18,606	22%

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	Percent Received
Charges for Services	23,569	623	500	270	54%
Interest Income	935	15,192	0	22,028	-
Reserves	-	-	300,000	-	-
Other Financing Sources	42,545	-	-	-	-
Total Revenue	\$67,049	\$15,815	\$300,500	\$22,298	7%

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	Percent Received
Charges for Services	454,677	364,311	350,000	204,108	58%
Interest Income	5,390	31,036	20,000	42,398	212%
Reserves	-	-	1,230,000	-	-
Total Revenue	\$460,067	\$395,347	\$1,600,000	\$246,507	15%

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	85,463	67%
Benefits	72,410	56,889	83,311	43,326	52%
Supplies and Other Charges	21,476	725	43,500	17,345	40%
Contingency	-	-	1,219,564	-	-
Contractual Services	103,091	327,291	125,340	83,198	66%
Capital Outlay	-	-	-	22,822	-
Total Expense	\$302,836	\$488,964	\$1,600,000	\$252,153	16%

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	Percent Received
Charges for Services	387,387	290,550	315,000	183,810	58%
Interest Income	5,682	30,786	10,000	44,236	442%
Reserves	-	-	1,293,000	-	-
Total Revenue	\$393,069	\$321,336	\$1,618,000	\$228,046	14%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Contingency	-	-	1,118,000	-	-
Contractual Services	299,991	253,734	500,000	198,228	40%
Total Expense	\$299,991	\$253,734	\$1,618,000	\$198,228	12%

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	Percent Received
Charges for Services	105,826	115,046	106,050	60,711	57%
Interest Income	180	5,325	0	3,572	-
Reserves	-	-	64,000	-	-
Other Financing Sources	442,325	294,951	0	-	-
Total Revenue	\$548,331	\$415,322	\$170,050	\$64,282	38%

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	-	6	-
Supplies and Other Charges	5,352	4,033	8,010	585	7%
Contingency	-	-	48,977	-	-
Repairs and Maintenance	16,733	13,633	62,000	4,633	7%
Contractual Services	-	-	50,000	-	-
Community Contracts	-	1,011	1,063	831	78%
Capital Outlay	7,100	-	-	6,263	-
Total Expense	\$480,194	\$549,334	\$170,050	\$12,318	7%

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	Percent Received
Charges for Services	33,291	33,424	31,500	24,057	76%
Interest Income	236	4,523	2,500	7,435	297%
Reserves	-	-	208,000	-	-
Total Revenue	\$33,527	\$37,947	\$242,000	\$31,492	13%

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	Percent Received
Charges for Services	61,726	84,461	60,000	82,549	138%
Interest Income	334	5,326	4,000	8,134	203%
Reserves	-	-	200,000	-	-
Total Revenue	\$62,060	\$89,788	\$264,000	\$90,683	34%

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	43,737	59%
Benefits	-	1,553	5,764	3,399	59%
Contractual Services	-	149,231	173,000	-	-
Professional Services	-	-	11,636	-	-
Total Expense	-	\$170,763	\$264,000	\$47,136	18%

**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	-	190
Interest Income	69	131	-	44
Total Revenue	\$5,739	\$726	-	\$234

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	Percent Received
Charges for Services	28,441	28,209	26,000	20,193	78%
Interest Income	276	4,324	2,000	6,770	339%
Reserves	-	-	193,000	-	-
Total Revenue	\$28,717	\$32,534	\$221,000	\$26,963	12%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	39,945	10,166	24,900	391	2%
Contingency	-	-	42,161	-	-
Contractual Services	798	889	5,000	-	-
Capital Outlay	-	-	148,939	-	-
Total Expense	\$40,743	\$11,055	\$221,000	\$391	0%

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	Percent Received
Charges for Services	9,750	10,059	10,000	5,699	57%
Interest Income	146	2,647	0	4,072	-
Reserves	-	-	119,000	-	-
Total Revenue	\$9,896	\$12,706	\$129,000	\$9,770	8%

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	Percent Received
Charges for Services	7,821	5,329	0	-	-
Interest Income	58	918	0	1,184	-
Reserves	-	-	33,000	-	-
Total Revenue	\$7,879	\$6,247	\$33,000	\$1,184	4%

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	15,473	235	2%
Contingency	-	-	17,527	-	-
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	Percent Received
Interest Income	7	113	50	167	334%
Other Revenue	75	150	0	75	-
Reserves	-	-	4,900	-	-
Total Revenue	\$82	\$263	\$4,950	\$242	5%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Contingency	-	-	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	Percent Received
Interest Income	151	2,428	1,500	3,587	239%
Other Revenue	2,000	2,500	2,000	2,500	125%
Reserves	-	-	105,000	-	-
Total Revenue	\$2,151	\$4,928	\$108,500	\$6,087	6%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	304	321	4,001	-	-
Benefits	144	113	1,011	-	-
Supplies and Other Charges	274	-	6,660	409	6%
Contingency	-	-	96,828	-	-
Total Expense	\$722	\$433	\$108,500	\$409	0%

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	Percent Received
Taxes	3,624	8,389	2,500	2,465	99%
Interest Income	4,142	23,620	15,000	32,697	218%
Reserves	-	-	331,000	-	-
Total Revenue	\$7,767	\$32,009	\$348,500	\$35,161	10%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,805	-	-
Supplies and Other Charges	5,438	5,117	26,750	2,036	8%
Contingency	-	-	277,345	-	-
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	\$2,036	1%

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	60,000	100%
Other Revenue	-	32	-	-	-
Reserves	-	-	6	-	-
Intergovernmental	5,175,775	2,603,804	4,749,019	2,933,242	62%
Other Financing Sources	300,769	336,489	711,264	-	-
Total Revenue	\$5,476,543	\$2,940,325	\$5,520,289	\$2,993,242	54%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	1,328,022	1,748,464	2,861,531	1,887,799	66%
Benefits	640,754	813,685	1,327,727	834,679	63%
Supplies and Other Charges	233,515	106,792	225,103	107,614	48%
Contingency	-	-	211,042	-	-
Repairs and Maintenance	937,236	5,186	3,150	2,538	81%
Contractual Services	2,055,371	116,713	396,244	248,561	63%
Professional Services	3,840	-	200,000	2,500	1%
Capital Outlay	322,412	158,206	295,492	339,932	115%
Total Expense	\$5,521,150	\$2,949,047	\$5,520,289	\$3,423,622	62%

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	Percent Received
Interest Income	(1,392)	-	-	-	-
Intergovernmental	8,445,192	7,495,180	20,000,000	206,394	1%
Total Revenue	\$8,443,800	\$7,495,180	\$20,000,000	\$206,394	1%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	8,445,192	7,299,824	-	-	-
Supplies and Other Charges	-	-	-	(5,180)	-
Contractual Services	-	132,000	1,800,000	(6,744)	0%
Capital Outlay	-	63,356	18,200,000	282,989	2%
Total Expense	\$8,445,192	\$7,495,180	\$20,000,000	\$271,065	1%

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

Fund: 32000 SB 22 2023 Rural Law
 Enforcement Salary Assistance Program

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Intergovernmental	-	-	-	1,050,000
Total Revenue	-	-	-	\$1,050,000

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	-	-	-	165,642
Benefits	-	-	-	41,003
Supplies and Other Charges	-	-	-	7,602
Capital Outlay	-	-	-	89,748
Total Expense	-	-	-	\$303,994

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	Percent Received
Interest Income	267	1,599	500	2,878	576%
Other Revenue	1,600	8,000	0	-	-
Reserves	-	-	113,000	-	-
Total Revenue	\$1,867	\$9,599	\$113,500	\$2,878	3%

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	63,600	-
Contingency	-	-	15,900	-
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	Percent Received
Charges for Services	80,558	32,611	20,000	300	2%
Interest Income	341	5,816	2,000	7,642	382%
Reserves	-	-	249,000	-	-
Total Revenue	\$80,899	\$38,427	\$271,000	\$7,942	3%

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	15,176	19%
Benefits	7,935	9,588	14,686	7,093	48%
Supplies and Other Charges	24,089	11,007	20,649	15,323	74%
Contingency	-	-	135,289	-	-
Contractual Services	314	360	20,000	270	1%
Capital Outlay	5,782	-	-	-	-
Total Expense	\$52,509	\$41,339	\$271,000	\$37,863	14%

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	Percent Received
Charges for Services	38,109	70,904	25,000	6,364	25%
Interest Income	67	1,264	-	2,307	-
Reserves	-	-	65,000	-	-
Total Revenue	\$38,176	\$72,167	\$90,000	\$8,671	10%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	8,563	5,479	7,200	1,014	14%
Contingency	-	-	71,900	-	-
Repairs and Maintenance	-	-	1,000	-	-
Contractual Services	65,448	13,414	9,900	4,189	42%
Total Expense	\$74,011	\$18,893	\$90,000	\$5,203	6%

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	5,259	0	16,705	-
Reserves	-	-	104,000	-	-
Total Revenue	\$1,004	\$407,384	\$109,000	\$22,038	20%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	323	-	4,735	174	4%
Professional Services	-	-	104,265	-	-
Total Expense	\$323	-	\$109,000	\$174	0%

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	Percent Received
Taxes	10,766,578	9,799,037	10,910,000	11,042,751	101%
Interest Income	89,607	345,490	170,000	314,776	185%
Reserves	-	-	500,000	-	-
Other Financing Sources	1,165,715	-	1,250,000	1,250,000	100%
Total Revenue	\$12,021,900	\$10,144,527	\$12,830,000	\$12,607,527	98%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Debt Service	17,009,447	9,028,173	12,830,000	2,365,769	18%
Total Expense	\$17,009,447	\$9,028,173	\$12,830,000	\$2,365,769	18%

**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	Percent Received
Interest Income	105,757	515,615	120,000	295,918	247%
Other Revenue	-	2,929	-	-	-
Reserves	-	-	8,400,000	-	-
Total Revenue	\$105,757	\$518,544	\$8,520,000	\$295,918	3%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	54,447	0	1,200	-
Contingency	-	-	3,038,134	-	-
Contractual Services	1,130,456	2,656,302	487,000	1,771,150	364%
Capital Outlay	1,940,552	1,891,648	4,994,866	492,109	10%
Total Expense	\$3,071,008	\$4,602,397	\$8,520,000	\$2,264,459	27%

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	Percent Received
Interest Income	-	212,288	-	736,297	-
Reserves	-	-	19,800,000	-	-
Other Financing Sources	-	20,009,102	-	-	-
Total Revenue	-	\$20,221,390	\$19,800,000	\$736,297	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Contractual Services	-	-	19,800,000	1,613,146	8%
Debt Service	-	203,216	-	-	-
Total Expense	-	\$203,216	\$19,800,000	\$1,613,146	8%

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	Percent Received
Interest Income	-	109,492	-	358,526	-
Reserves	-	-	10,100,000	-	-
Other Financing Sources	-	10,307,719	-	-	-
Total Revenue	-	\$10,417,211	\$10,100,000	\$358,526	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	81,700	10,100,000	2,317,340	23%
Debt Service	-	102,830	-	-	-
Total Expense	-	\$184,530	\$10,100,000	\$2,317,340	23%

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	Percent Received
Interest Income	-	106,296	-	370,288	-
Reserves	-	-	9,908,000	-	-
Other Financing Sources	-	10,165,860	-	-	-
Total Revenue	-	\$10,272,156	\$9,908,000	\$370,288	4%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	61,762	9,908,000	91,811	1%
Debt Service	-	163,164	-	-	-
Total Expense	-	\$224,926	\$9,908,000	\$91,811	1%

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	0
Other Financing Sources	5,473,504	20,893,118	19,923,010	-
Total Revenue	\$5,569,303	\$20,995,474	\$43,762,133	\$0

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	-	-
Contingency	-	-	4,000,000	-	-
Capital Outlay	11,813,336	5,391,415	33,568,379	3,543,275	11%
Debt Service	-	-	31,100	-	-
Other Financing Uses	24,942	-	-	-	-
Total Expense	\$11,838,278	\$5,391,415	\$43,762,133	\$3,543,275	8%

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	23,006,476	20,841,700	17,646,122	85%
Reserves	-	-	4,500,000	-	-
Other Financing Sources	-	-	1,000,000	-	-
Total Revenue	\$20,921,190	\$23,006,476	\$26,341,700	\$17,646,122	67%

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	148,972	32%
Benefits	60,911	133,569	200,280	72,493	36%
Supplies and Other Charges	50,614	53,669	123,334	39,255	32%
Contingency	-	-	845,385	-	-
Repairs and Maintenance	93	75	100	35	35%
Contractual Services	17,991,568	21,346,651	24,276,500	15,048,814	62%
Professional Services	289,964	379,176	434,200	264,165	61%
Total Expense	\$18,608,343	\$22,140,208	\$26,341,700	\$15,573,734	59%

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	Percent Received
Interest Income	88	494	-	334	-
Other Revenue	-	-	-	30,000	-
Reserves	-	-	13,992	-	-
Total Revenue	\$88	\$494	\$13,992	\$30,334	217%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	10,755	12,120	-	-	-
Benefits	2,503	2,949	-	-	-
Supplies and Other Charges	1,362	557	0	-	-
Repairs and Maintenance	12	-	0	-	-
Contractual Services	42	25	0	-	-
Professional Services	7,500	7,875	13,992	7,500	54%
Total Expense	\$22,174	\$23,527	\$13,992	\$7,500	54%

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

Fund: 01000 General Fund - Contingency

Department	2023-2024 Adopted Budget	2023-2024 Contingency	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	(954,190.68)	5,045,809.32
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	(57,720.00)	1,200,080.00
Total General Fund Contingency	7,297,852.00	(1,011,910.68)	6,285,941.32

* 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	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	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	2023-2024 Remaining to Date
Contingency - 21005000	1,219,564.00	(124,000.00)	1,095,564.00
Total Count Clerk Records Management Fund Contingency	1,219,564.00	(124,000.00)	1,095,564.00

* Can only be used for this fund

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

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 21006000	1,118,000.00	(75,000.00)	1,043,000.00
Total Count Clerk Archival Fund Contingency	1,118,000.00	(75,000.00)	1,043,000.00

* Can only be used for this fund

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

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 51000100	48,977.00	(6,264.00)	42,713.00
Total Courthouse Security Fund Contingency	48,977.00	(6,264.00)	42,713.00

* Can only be used for this fund

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

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	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	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	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	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	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	2023-2024 Remaining to Date
Texas Indigent Defense Commission - 272200	22,298.00	-	22,298.00
BV Human Trafficking Task Force Development - 283700	173,744.00	(81,742.87)	92,001.13
Metropolitan Planning - 424100	15,000.00	-	15,000.00
Total Grant Fund Contingency	211,042.00	(81,742.87)	129,299.13

* 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	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	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	2023-2024 Remaining to Date
Contingency - 21130000	71,900.00	(14,020.00)	57,880.00
Total Primary Election Services Fund Contingency	71,900.00	(14,020.00)	57,880.00

* 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	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	2023-2024 Remaining to Date
Commissioner's Court Contingency - 63110001	3,988,000.00	(2,742,609.20)	1,245,390.80
Total General Permanent Improvement Fund Contingency	3,988,000.00	(2,742,609.20)	1,245,390.80

* 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	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	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	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