#### MEETING NOTICE BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

Notice is hereby given that the Board of Commissioners of the **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** will hold a meeting on **December 08, 2025, at 6:30 P.M.** at the District's Administration Office, **6931 Masters Road, Manvel, Texas 77578**.

The District will consider and act upon the following matters:

- 1. Call to order, roll call, pledge of allegiance, opening prayer and welcome guest.
- 2. To receive public comment.
- 3. Consent Agenda The following items are considered routine by the Board and will be enacted by one motion. No separate discussion will occur on these items unless a commissioner so requests, in which event, the item will be removed and placed on the Non-Consent Agenda:
  - a. Approve minutes of the prior meeting.
    - i. November 10, 2025 District Meeting.
  - b. Approve financial and bookkeeping matters, including payment of the bills and review of reports concerning the District's financial condition and investments.
- 4. Non-Consent Agenda:
  - a. Items removed from the Consent Agenda.
- 5. To review and act to approve the donation of expired and unused PPE to Medical Bridges.
- 6. To review and act to approve the purchase of two ambulances.
  - a. Revision to the purchase of A62009, 2016 Ford Ambulance.
  - b. Replacement of A1133748 2023 International Ambulance involved in an accident.
- 7. To review and act to approve an increase in EMS billing fees.
- To review and take action on matters related to construction, renovation, repair, and improvements to District facilities and real property, including engagement of design professionals or engineering services, selection of builders/contractors, approve of construction financing.
  - a. To review and act on an agreement with Slattery Tackett Architects to provide architectural services for the Rodeo Palms Fire Station and authorize Executive Director, Jeff Braun, to execute documents.
  - b. To review and act on approving Executive Director, Jeff Braun, and Architect, David Slattery, to request a zoning variance from the City of Manvel to facilitate the construction of a vehicle maintenance facility.
- To receive a report on District EMS operations from District EMS Chief, Tim Welch.
- 10. To receive a report on District Fire operations from District Fire Services Administrator, Jack Helton.
- 11. To receive the Communications report from Administrative Director, Cindy Reaves.
- 12. To receive an update on operations and administration from Executive Director, Jeff Braun.

- 13. To meet in Closed Session under Government Code 551.071, 551.072 and 551.074 to consult with legal counsel regarding pending or contemplated litigation, settlement offers or on matters which require confidentiality under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, to deliberate regarding real property and to deliberate regarding personnel matters, including appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of District personnel.
- 14. To review and act on a request from the Brazoria County Sheriff to enter into a mutual aid agreement, pursuant to HB33.
- 15. To review and take any action regarding real estate, including sale, purchase, lease, platting, utilities, encumbrances, maintenance and legal actions related to real estate.

16. Adjourn.

Charla Armstrong
Administrative Clerk

Brazoria County

Emergency Services District No. 3

**6931 MASTERS RD MANVEL, TEXAS 77578**Phone (281) 519–8779

Fax (281) 489-0024

# Agenda Item 1

## No Documentation for this Item

## Agenda Item 2

## No Documentation for this Item

## Agenda Item 3

# Agenda Item 3<sup>a</sup>.i.

#### MINUTES OF THE NOVEMBER 10, 2025, DISTRICT MEETING BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

A meeting was duly called of the **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3**, which was held on November 10, 2025, at the District Administration Office, 6931 Masters
Road, Manvel, Texas 77578.

The meeting was called to order at 6:30 P.M. by **DARRELL VALUSEK**, District President. The Commissioners present were **DARRELL VALUSEK**, **FRANK HAGDORN**, **MATT GLAVES**, **GEORGE BULLINGTON and DE WAYNE DAVIS.** Also present were District Executive Director Jeff Braun, legal counsel John Peeler, ESD 3 EMS Chief Tim Welch, ESD 3 Fire Services Administrator Jack Helton, District CPA Randall Parr, Administrative Director Cindy Reaves, other District Staff, representatives of the District's contracted providers, and members of the community.

The Board opened the floor to receive public comment under agenda item 2. No comments were provided.

The Board then addressed agenda item 3, Consent Agenda – the following items are considered routine by the Board and will be enacted by one motion. No separate discussion will occur on these items unless a Commissioner so requests, in which event, the item will be removed and placed on the Non-Consent Agenda:

- a. Approve minutes of the prior meeting.
  - i. October 13, 2025 District Meeting.
- b. Approve financial and bookkeeping matters, including payment of the bills and review of reports concerning the District's financial condition and investments.

Commissioner Bullington made a motion to approve all items as presented. The motion was seconded by Commissioner Glaves. The motion was approved by a vote of 5 to 0.

The Board then addressed agenda item 4, Non-Consent Agenda – items removed from the Consent Agenda. No items were removed, no action taken.

The Board proceeded to agenda item 5, to review and act on legal services billing rates. Jeff Braun, Executive Director, informed the Commissioners that the last rate increase was in 2022. The rate for the Principals is projected to increase about 2.5%. Commissioner Glaves made a motion to approve as presented. The motion was seconded by Commissioner Hagdorn. The rate increase was approved by a vote of 5 to 0.

The Board then addressed agenda item 6, to review and take action on matters related to construction, renovation, repair, and improvements to District facilities and real property, including engagement of design professionals or engineering services, selection of builders/contractors, approve of construction financing. Cindy Reaves, Administrative Director, spoke to the board about the current security system and phone system that are both in dire need of replacement. The DataVox security system presented is currently used at the Meridiana location. A three-year agreement was presented for an Elevate Phone System also provided by DataVox. The goal is to have this system at all locations with the ability to have one access card for ease of entry. This system also has the capabilities of remote card access control. Mrs. Reaves presented a proposal for the purchase of furniture for the administrative offices and EMS after the renovations are complete. Jeff Braun, Executive Director, spoke to the Commissioners about the purchase of the Station 1 generator and the possible tariffs that could be assessed to the purchase price. Commissioners questioned the addition of the tariffs since the purchase of the generator was approved previously to avoid the tariffs. Mr. Helton explained the bid had expired by the time approval was given to move forward with the purchase. The additional money is based solely on possible tariffs at the time of delivery. Commissioner Glaves made a motion to approve the items a, b and c as presented. The motion was seconded by Commissioner Bullington. The motion was approved by a vote of 5-0.

The Board then addressed agenda item 7, to review and act to authorize insurance claim for ambulance damaged in a collision and execution of related documents for same. John Peeler, legal counsel, addressed the board with the issues he and Cindy Reaves dealt with while trying to establish paperwork necessary to process the claim with VFIS. Commissioner Glaves made a motion to approve the documentation as presented. The motion was seconded by Commissioner Hagdorn. The motion was approved by a vote of 5-0.

The Board then addressed agenda item 8, to receive a report on District EMS operations from District EMS Chief, Tim Welch. Chief Welch reported that Priority One is hard at work with the tasks assigned to them for the clean up of data needed for reporting. He notified the Commissioners of two new paramedics who have started their Field Training Evaluation Program and will likely complete before the beginning of the new year. Chief Welch informed the Board

of the Vehicle Committee meeting regarding the acquisition of a new ambulance and the presentations from Siddons & Martin and Frazer. Chief Welch went over the monthly stats that continue to increase.

The next item to be addressed by the Board is agenda item 9, to receive a report on District Fire operations from District Fire Services Administrator, Jack Helton. Mr. Helton went over tasks that had been completed, such as radio programming training, TCFP skills testing for Iowa Colony personnel, and all District providers are on ESO and reporting to the umbrella account. He spoke about the progression of the FRO program and upcoming inspections and testing. Jack went over the monthly response stats from all providers and a comparison of 2024 to 2025 and provided a list of fleet tasks completed.

The Board then addressed agenda item 10, to receive the Communications report from Cindy Reaves, Administrative Director. Mrs. Reaves reported that the Commissioners have one more State of the City and that is in Iowa Colony in January. She mentioned the additional community engagement dates and notified the Commissioners that they should have received an email for confirmation of registration from SAFE-D. She provided social media stats, other community activities attended and upcoming staff events that she received.

The Board then addressed agenda item 11, to receive an update on operations and administration from Executive Director, Jeff Braun. Mr. Braun mentioned the changing of the computers and the completion of the transfer from Apple to Windows / Microsoft based computers. He spoke of updates being made to the Personnel Manual by Daphney Hinz and Cindy Reaves. There is final resolution with Ford Motor Company in relation to the three ambulances with driveshaft issues. He went on to talk about the District's fleet insurance coverage and changes being made to ensure proper and adequate coverage on all vehicles. He notified the Commissioners that the P-Card transition has been completed.

The Board then addressed agenda item 12, to meet in Closed Session under Government Code 551.071, 551.072 and 551.074 to consult with legal counsel regarding pending or contemplated litigation, settlement offers or on matters which require confidentiality under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas, to deliberate regarding

real property and to deliberate regarding personnel matters, including appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of District personnel.

The Board moved to Closed Session at 7:17 P.M.

The Board reconvened in Open Session at 8:35 P.M.

The Board returned to address agenda item 13, to review and act on the 2026 Contracts and/or Interlocal Agreements and/or Amendments with Fire service providers:

- a. Danbury
- b. Demi John
- c. Iowa Colony
- d. Manyel
- e. Rosharon

Commissioner Glaves made a motion to approve the documentation as presented. The motion was seconded by Commissioner Hagdorn. The motion was approved by a vote of 5-0.

The Board proceeded to address agenda item 14, to review and take any action regarding real estate, including sale, purchase, lease, platting, utilities, encumbrances, maintenance and legal actions related to real estate. No action taken, no vote taken.

The meeting was adjourned at 8:36 P.M.

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Matt Glaves, Secretary/Treasurer

## Agenda Item 3b

## Brazoria County Emergency Services District No. 3

Financial Report November 30, 2025





#### Randall F. Parr, CPA

P.O. Box 2243 Tomball, TX 77377 rfparr@outlook.com 281-924-3324



#### Randall F. Parr, CPA

P.O. Box 2243 Tomball, TX 77377 rfparr@outlook.com 281-924-3324

December 3, 2025

Commissioners Brazoria County Emergency Services District No. 3 Manvel, TX

**RE:** November Financial Report

#### Commissioners:

Attached are the financial reports for the District for November 2025, and the eleven months of the budget cycle. Included in the report package are the comparative balance sheet, summarized and detailed versions of the consolidated actual versus budget reports through October, preliminary EMS division actual to budget report for November, and investment report for November.

Highlights of the report include:

#### **Balance Sheet Accounts:**

Total cash available on November 30, 2025, is \$18,675,693 versus \$14,928,938 at the same time last year. Included in the cash balance are the proceeds from the recently funded \$2,000,000 loan to renovate the main EMS facility and administration building. Invested funds in the Tex Pool and Texas Class accounts, in the amounts of \$2,341,136 and \$15,097,736, respectively. With interest rates at approximately 4.1%, interest earnings on these accounts total \$62,152 for the month of November. We have transferred most of the funds from the Wells Fargo sweep account to the Texas Class General Reserve account to obtain the best available interest rate on invested funds. Cash balances will begin to increase over the next several months as property tax revenues will exceed operating expenses.

As the Fed is beginning to lower interest rates, we have begun the process of identifying cash balances that may be invested for 3, 6, 9 and 12 months without creating a negative impact on the District's liquidity.

Property tax receivables are reconciled through November.

The narrative of the report will provide comments on the entirety of the District's Operations and Administration as well as separately on the EMS Operations. This will be expanded to include Fire Operations and Administration in the future.

#### **District Wide Operations**

With the tax rate being split between an M&O rate and an I&S rate, we have split the "income statement" between a "General Fund" section and a "Debt Service" section. This will allow for better analysis of operating revenues and operating expenses versus property tax funds that have been pledged against certain debt obligations of the District. The use of an I&S tax rate also minimized the impact of SB 2 on property tax revenue growth.

Total M&O property tax receipts for November are \$158,302 and through November 30 total \$11,193,320 or 101% of the 2025 budget amount and includes the recognition of 2025 property tax revenue received in 2024. Receipts for 2026 are being received and will be classified as prepaid revenues in the balance sheet until January 1, 2026.

EMS collections for November were \$95,666 and total \$1,452,607 for the eleven months of the year. Billings to MUD Districts reflect income for the 2025 service agreement.

District administrative salaries and benefits are \$371,312 through November and are at 64% are under the anticipated 92% for eleven months of 2025. Office expenses total \$40,374 or approximately 73% of the budget for 2025. Administrative professional fees are \$39,712 for November and total \$441,796 for the year or approximately 51% of the 2025 budgeted amount.

Service provider costs through November include the payment of the four quarterly amounts of \$877,621 each and total \$4,230,063 versus a budgeted amount of \$4,389,792 or about 96% of the 2025 budgeted amount.

Operations total \$310,131 for November and total \$9,042,820 for the year versus a budgeted amount of \$9,975,097 or 91% of the expected 2025 budget. Salaries and benefit costs are in line with the annual budget and are 90% through November.

There does not appear to be any other general operating expenditure category that would warrant further comment in the November report.

#### **EMS Operations**

Patient service revenue collections are \$96,027 in November and total \$1,473,690 against the 2025 budget of \$1,047,563 or 132% versus an expected 83% of the 2025 budget.

Operating expenses of the EMS division are in line with expected levels of expenditure through eleven months with a couple of exceptions. Fleet operations, in total, are slightly over the

expected level with vehicle repairs exceeding the annual budget by \$28,061. Medical supplies have exceeded the total 2025 budget by \$24,127 or 22%. Total salaries and benefits through November 30 are at 93% of the annual budget versus and expected 92%.

#### **Other Receipts**

Interest income on the TexPool, Texas Class and Wells Fargo Sweep accounts, excluding the I&S Debt Service funds for November is \$67,748 and totals \$733,666 against a budgeted amount of \$500,000 for the year. Invested cash balances should begin to increase in November as 2026 property tax revenues are beginning to be received.

The District received the \$200,000 settlement from Ford.

As previously mentioned, a \$2,000,000 loan from Webster Bank was funded in August. These proceeds are being used to renovate the main EMS/Admin building and for renovations at other stations in the system. We will analyze the expenditures for the renovations and architectural costs and transfer the funds back to the operating account from the loan funds.

A reimbursement was received for resource deployment earlier this year.

#### **Capital Expenditures**

November capital expenditure included contractor costs for the renovation at EMS Station 1.

#### **Debt Service Fund**

I&S property tax receipts were \$5,119 in November and total \$582,733 for the year. Most of these funds were transferred to a separate account at Texas Class and earned \$604 in November.

No debt service payments were made in November.

Should you have questions concerning the financial information contained in the report, please do not hesitate to contact me.

Sincerely,

Randall F. Parr

Randall F. Parr, CPA

	Tot			tal		
	As of Nov 30, 2025		As of Nov 30, 202 (PY)			
ASSETS	<u> </u>	1107 00, 2020		(1.1)		
Current Assets						
Bank Accounts						
11100 Checking accounts						
11110 Wells Fargo		982,790.44		925,839.04		
11120 Wells Fargo Collections		107,209.53		4,401,291.83		
11130 Wells Fargo Sweep		146,821.85		6,018,353.44		
Total 11100 Checking accounts	\$	1,236,821.82	\$	11,345,484.31		
11200 Investment accounts		, ,				
11210 Texas Class Bank Account						
11211 General		11,831,468.75		326,164.44		
11212 Reserve-Equipment & PPE		264,836.60		253,397.84		
11213 Reserve-Vehicle Replacement		721,408.41		690,249.54		
11214 Reserve-Liverpool		1,032.63		_		
11215 Reserve-Building Improvements		74,043.71		70,845.63		
11216 EMS Reserve Fund		2,729.87		•		
11217 I&S Debt Service Fund		179,241.97		-		
11218 Texas Class - Webster Loan Funds		2,022,974.12		-		
Total 11210 Texas Class Bank Account	\$	15,097,736.06	\$	1,340,657.45		
11230 TexPool						
11231 Investment Texpool		2,341,135.58		2,242,796.44		
Total 11230 TexPool	\$	2,341,135.58	\$	2,242,796.44		
Total 11200 Investment accounts	\$	17,438,871.64	\$	3,583,453.89		
Total Bank Accounts	\$	18,675,693.46	\$	14,928,938.20		
Accounts Receivable						
12100 Property taxes receivable						
12101 M&O taxes		12,447,949.38		10,787,288.62		
12107 Penalties & interest		158,553.00		158,553.00		
12110 Cash held by Tax Office		-		-		
Total 12100 Property taxes receivable	\$	12,606,502.38	\$	10,945,841.62		
Accounts Receivable (A/R)		192,515.02				
Total Accounts Receivable	\$	12,799,017.40	\$	10,945,841.62		
Other Current Assets						
12210 Sweep account interest		(0.02)				
13000 Fraudulent Charges Receivable		-		-		
15000 Prepaid expenses						
15110 Prepaid Insurance		44,181.33		47,085.20		
15120 Prepaid Life Insurance		-		-		

	Total			
	As	of Nov 30, 2025	As of Nov 30, 2024 (PY)	
15130 Prepaid Lease		6,381.41		9,572.11
Total 15000 Prepaid expenses	\$	50,562.74	\$	56,657.31
Total Current Assets	\$	31,525,273.58	\$	25,931,437.13
Fixed Assets				
16000 Fixed Assets				
16100 Land		481,884.93		481,884.93
16200 Buildings		9,193,818.97		9,193,818.97
16220 Construction in Progress - New Fire EMS Station		40,688.00		40,688.00
Total 16200 Buildings	\$	9,234,506.97	\$	9,234,506.97
16300 Apparatus & support vehicles		7,414,674.37		7,414,674.37
16400 Equipment		587,300.97		587,300.97
16950 Accumulated depreciation		(4,246,458.38)		(4,246,458.38)
Total 16000 Fixed Assets	\$	13,471,908.86	\$	13,471,908.86
17000 Right of Use Fixed Assets				
17100 RU Buildings		581,085.35		581,085.35
17200 RU Equipment		198,252.22		198,252.22
17900 Accumulated amortization - RU		(319,109.50)		(319,109.50)
Total 17000 Right of Use Fixed Assets	\$	460,228.07	\$	460,228.07
Total Fixed Assets	\$	13,932,136.93	\$	13,932,136.93
Other Assets				
18000 Other assets				
18021 Security Deposits - National Benefit Services		14,764.17		14,764.17
Total 18000 Other assets	\$	14,764.17	\$	14,764.17
Total Other Assets	\$	14,764.17	\$	14,764.17
TOTAL ASSETS	\$	45,472,174.68	\$	39,878,338.23
LIABILITIES AND EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
Accounts Payable (A/P)		240,582.85		293,428.00
Total Accounts Payable	\$	240,582.85	\$	293,428.00
Credit Cards				
1013 Citibank		23,555.93		25,713.00
Total Credit Cards	\$	23,555.93	\$	25,713.00
Other Current Liabilities				
21300 Payroll taxes				
21310 Federal withholding		-		
21320 FICA		(64.04)		

		To	Total		
	As	of Nov 30, 2025	As	of Nov 30, 2024 (PY)	
21330 Medicare		(14.97)	_	(1.7)	
Total 21300 Payroll taxes	\$	(79.01)	\$	0.00	
21400 Payroll Liability		49,638.72		29,299.86	
21411 TCDRS		(0.05)		29,387.18	
21412 457 (b) Payroll Deferral		-		-	
21413 FSA Payable		2,278.22			
21414 Child Support		0.06			
21415 AFLAC		(469.98)			
Total 21400 Payroll Liability	\$	51,446.97	\$	58,687.04	
23000 Deferred Revenue					
23101 Property taxes		12,447,949.38		10,787,288.62	
23111 Prepaid M&O taxes		668,548.20		564,129.86	
23112 Prepaid I&S taxes		29,727.21		29,602.22	
Total 23000 Deferred Revenue	\$	13,146,224.79	\$	11,381,020.70	
Total Other Current Liabilities	\$	13,197,592.75	\$	11,439,707.74	
Total Current Liabilities	\$	13,461,731.53	\$	11,758,848.74	
Long-Term Liabilities					
28000 Loans & capital leases					
28100 Notes payable					
28101 Note Payable - Trustmark - 2 ambulances		458,931.97		523,193.00	
28102 Notes Payable - Gov Cap - Iowa Colony Fire Station		6,488,304.85		6,779,441.23	
28103 Prosperity Bank - Manvel EMS Station		447,691.48		522,306.70	
Total 28100 Notes payable	\$	7,394,928.30	\$	7,824,940.93	
28200 Capital leases					
28201 Santander Bank - 1 ambulance		86,076.65		111,890.27	
28202 Wells Fargo - Manvel VFD fire station		45,090.34		87,692.99	
Total 28200 Capital leases	\$	131,166.99	\$	199,583.26	
Total 28000 Loans & capital leases	\$	7,526,095.29	\$	8,024,524.19	
Total Long-Term Liabilities	\$	7,526,095.29	\$	8,024,524.19	
Total Liabilities	\$	20,987,826.82	\$	19,783,372.93	
Equity					
31000 Opening Fund Balance		2,130,647.69		2,130,647.69	
32000 Invested in net capital assets		5,907,862.74		5,907,862.74	
Retained Earnings		11,975,540.98		9,687,070.01	
Net Income		4,470,296.45		2,369,384.86	
Total Equity	\$	24,484,347.86	\$	20,094,965.30	
TOTAL LIABILITIES AND EQUITY	\$	45,472,174.68	\$	39,878,338.23	

Total				
R <del>9</del>	As of Nov 30, 2024			
As of Nov 30, 2025	(PY)			
	,			

Accrual Basis

	Month of		Total		
	November	Jan - Nov YTD Actual	2025 Budget	Over (Under) Budget	% of Budget
	SUMMARIZ		2023 Budget	Dauget	70 OI Daaget
GENERAL FUND	OUNINATUL				
Income Total 40010 M® O proporty toy revenue	158,799.65	11,193,319.93	11,069,546.00	123,773.93	101.12%
Total 40010 M&O property tax revenue Total 40120 EMS patient revenues	96,027.45	1,473,690.23	1,047,563.00	405,043.53	140.68%
Total other receipts	00,021.40	13,205.00	7,000.00	6,205.00	188.64%
	_	752,680.08	752,680.00	0.08	100.00%
Total Jacoba	254,827.10	13,432,895.24	12,876,789.00	535,022.54	104.32%
Total Income	204,027.10	10,102,000.24	12,010,100100	000,02=10 1	
Expenses					
Administrative					
Total 60100 Commissioner expenses	3,300.00	29,439.98	36,000.00	(6,560.02)	81.78%
Total 60130 SAFE-D expenses	-	8,820.96	26,200.00	(17,379.04)	33.67%
Total 60140 Marketing	38.00	14,586.49	43,300.00	(28,713.51)	33.69%
Total 60150 Community education	1,894.21	5,783.27	6,700.00	(916.73)	86.32%
Total 60210 Administrative salaries & wages	33,516.43	292,529.70	433,915.24	(141,385.54)	67.42%
Total 60239 Benefits	6,786.08	78,781.82	142,598.55	(63,816.73)	55.25%
Total 60200 Salaries & benefits	40,302.51	371,311.52	576,513.79	(205,202.27)	64.41%
Total 60300 Office expense	3,346.49	40,374.09	55,307.00	(14,932.91)	73.00%
Total 60400 Professional fees	39,712.28	441,795.67	867,200.00	(425,404.33)	50.95%
Total 60500 Training	-	5,559.05	20,000.00	(14,440.95)	27.80%
Total 60000 ADMINISTRATIVE EXPENSES	88,593.49	917,671.03	1,631,220.79	(713,549.76)	56.26%
Operations					
Total 70100 Service provider operations	3,683.14	4,230,062.63	4,389,792.00	(159,729.37)	96.36%
Total 70210 Salaries & wages expenses	209,018.28	2,473,416.42	2,496,534.00	(23,117.58)	99.07%
Total 70239 Benefits	13,178.41	646,381.90	980,454.00	(334,072.10)	65.93%
Total 70200 Operation salaries & benefits	222,196.69	3,119,798.32	3,476,988.00	(357,189.68)	89.73%
Total 70300 Insurance costs	-	198,618.00	261,343.00	(62,725.00)	76.00%
Total 70350 Fleet operations	11,887.54	471,891.52	648,000.00	(176,108.48)	72.82%
Total 70400 Facilities	20,687.34	362,117.57	386,260.00	(24,142.43)	93.75%
Total 70460 Equipment costs	5,990.81	89,419.19	87,560.00	1,859.19	102.12%
Total 70500 Other personnel costs	6,103.50	24,271.38	46,325.00	(22,053.62)	52.39%
Total 70520 Training costs	(841.30)	38,893.77	60,565.00	(21,671.23)	64.22%
Total 70550 Other supplies	3,593.09	19,970.21	52,250.00	(32,279.79)	38.22%
Total 70560 Medical supplies	4,099.06	136,324.65	112,683.00	23,641.65	120.98%
Total 70600 Technology	18,657.13	111,396.08	99,234.00	12,162.08	112.26%
Total 70650 Communications	912.15	69,850.22	165,820.00	(95,969.78)	42.12%
Total 70700 Volunteer expenses	ž.	41,384.00	80,677.00	(39,293.00)	51.30%
Total 70750 Operational professional fees	13,108.50	118,879.14	92,600.00	26,279.14	128.38%
Total 70780 Other expenses	53.76	2,133.17	15,000.00	(12,866.83)	14.22%
Total 70790 Disaster expenses	2	7,809.93	-	7,809.93	

	Month of		Total		
	November	Jan - Nov YTD Actual	2025 Budget	Over (Under) Budget	% of Budget
Total 70000 OPERATIONS	310,131.41	9,042,819.78	9,975,097.00	(932,277.22)	90.65%
Total Expenses	398,724.90	9,960,490.81	11,606,317.79	(1,645,826.98)	85.82%
Cash Flow from Operations	(143,897.80)	3,472,404.43	1,270,471.21	2,180,849.52	
Other Sources and Uses of Cash					
Total 80010 Interest Earned	57,748.44	733,655.18	500,000.00	233,655.18	146.73%
Total 80020 Other Revenue	203,596.50	237,141.47	10,040.00	227,101.47	2361.97%
Total 83000 Loan proceeds		2,000,000.00	2,500,000.00	(500,000.00)	80.00%
Total Other Sources of Cash	261,344.94	2,970,796.65	3,010,040.00	(39,243.35)	98.70%
Total 90100 Land	-	1,604.45	-	1,604.45	
Total 90200 Buildings	83,492.25	421,726.58	2,474,960.00	(2,053,233.42)	17.04%
Total 90300 Capital Purchase - Equipment	-	119,316.27	-	119,316.27	
Total 90400 Apparatus purchases	-	1,200,000.00	1,200,000.00	-	100.00%
Total 90500 Support vehicles purchases		83,111.69	55,000.00	28,111.69	151.11%
Total 90010 Capital expenditures	83,492.25	1,825,758.99	3,729,960.00	(1,904,201.01)	48.95%
Total 92000 M&O Funded debt service		77,368.37	77,368.00	0.37	100.00%
Total other uses of cash	83,492.25	1,903,127.36	3,807,328.00	(1,904,200.64)	49.99%
Net Other Sources (Uses) of Cash	177,852.69	1,067,669.29	(797,288.00)	1,864,957.29	
GENERAL FUND CASH FLOW (DEFICIT)	33,954.89	4,540,073.72	473,183.21	4,045,806.81	
DEBT SERVICE FUND					
Total 95100 Property tax revenue	5,119.31	582,733.41	572,746.00	9,987.41	
Total 95200 Interest earnings	603.95	11,007.97	6,000.00	5,007.97	
Total 95000 Receipts	5,723.26	593,741.38	578,746.00	14,995.38	
Total 96100 Debt service	-	651,384.96	650,975.00	409.96	
DEBT SERVICE FUND CASH FLOW (DEFICIT)	5,723.26	(57,643.58)	(72,229.00)	14,585.42	
DISTRICT WIDE CASH FLOW (DEFICIT)	39,678.15	4,482,430.14	400,954.21	4,060,392.23	
	DETAILED				
GENERAL FUND	DETAILED				
income					
40010 M&O property tax revenue					
40011 Current	(0.08)	10,889,398.79	10,876,546.00	12,852.79	100.12%
40012 Prior years	154,302.07	205,193.17	75,000.00	130,193.17	273.59%
40013 Ag	-	5,234.07	40,000.00	(34,765.93)	13.09%
					00.470
40014 Rendition penalties	168.00	1,442.56	1,500.00	(57.44)	96.17%

	Month of		Total		
	November	Jan - Nov YTD Actual	2025 Budget	Over (Under) Budget	% of Budget
40016 SIT collections	-	4.11	4,000.00	(3,995.89)	0.10%
40018 Section 25.25 revenues	-	1.87		1.87	
40021 Penalties	1,836.04	52,239.95	45,000.00	7,239.95	116.09%
40022 Interest	2,502.10	35,610.38	25,000.00	10,610.38	142.44%
40032 Unclaimed property tax overpayments	-	4,116.23	2,500.00	1,616.23	164.65%
Total 40010 M&O property tax revenue	158,799.65	11,193,319.93	11,069,546.00	123,773.93	101.12%
40100 Revenues from services					
4002 Charges for Services				-	
40120 EMS patient revenues					
40120A Transport Revenues					
40121 Medicare	1,897.24	393,570.38		393,570.38	
40122 FMA	93,398.41	91,674.04		91,674.04	
40123 Medicaid		57,535.39		57,535.39	
40124 Private pay		69,985.33		69,985.33	
40125 Commercial insurance		766,582.75	1,047,563.00	(280,980.25)	73.18%
40126 Collections	369.99	4,945.91		4,945.91	
40127 Auto insurance		12,044.72		12,044.72	
40128 Workers comp		(293.97)		(293.97)	
40129 Other patient revenues		65,857.31		65,857.31	
40139 Refunds		(9,295.33)		(9,295.33)	
Total 40120 EMS patient revenues	95,665.64	1,452,606.53	1,047,563.00	405,043.53	138.67%
40120B Non-Transport revenues					
40131 Medicare		486.86		486.86	
40133 Medicaid	361.81	2,316.74		2,316.74	
40134 Self pay		10,090.89		10,090.89	
40135 Private insurance		6,989.21		6,989.21	
40137 Auto insurance		1,200.00		1,200.00	
Total 40120B Non-Transport revenues	361.81	21,083.70		21,083.70	
Total patient revenue	96,027.45	1,473,690.23	1,047,563.00	426,127.23	140.68%
40201 Administrative Services Provided (E. TX. Gulf Coast)		7,000.00	7,000.00	-	
40203 Intergovernmental Revenue	ŏ			-	
40204 Rental income		100.00		100.00	
40205 EMS Standby fees	-	6,105.00		6,105.00	
Total other receipts	-	13,205.00	7,000.00	6,205.00	188.64%
Total 40100 Revenues from services	96,027.45	1,486,895.23	1,054,563.00	432,332.23	141.00%
40210 Other service revenue					
40141 MUD billings					
40142 MUD 21	-	376,340.04	376,340.00	0.04	100.00%
40143 MUD 22	<u> </u>	376,340.04	376,340.00	0.04	100.00%
Total 40141 MUD billings	-	752,680.08	752,680.00	0.08	100.00%
Total 40210 Other service revenue	•	752,680.08	752,680.00	0.08	100.00%
otal Income	254,827.10	13,432,895.24	12,876,789.00	556,106.24	104.32%

	Month of		Total		
		Jan - Nov YTD		Over (Under)	
	November	Actual	2025 Budget	Budget	% of Budget
Gross Profit	254,827.10	13,432,895.24	12,876,789.00	556,106.24	104.32%
Expenses					
60000 ADMINISTRATIVE EXPENSES					
60100 Commissioner expenses					
60110 Board Compensation Policy	3,300.00	29,350.00	36,000.00	(6,650.00)	81.53%
60115 Board Committee Meeting Expenses	-	89.98		89.98	
Total 60100 Commissioner expenses	3,300.00	29,439.98	36,000.00	(6,560.02)	81.78%
60130 SAFE-D expenses					
60131 Membership dues	-	3,155.00	1,200.00	1,955.00	262.92%
60132 Conference registration	-	-	5,000.00	(5,000.00)	0.00%
60133 Training sessions	•	-	5,000.00	(5,000.00)	0.00%
60134 Conference travel, meals & lodging	<u>-</u>	5,665.96	15,000.00	(9,334.04)	37.77%
Total 60130 SAFE-D expenses	•	8,820.96	26,200.00	(17,379.04)	33.67%
60140 Marketing					
60141 Community engagement meetings	-	845.30	2,800.00	(1,954.70)	30.19%
60142 Awards - Employee Recognition	38.00	5,646.56	9,500.00	(3,853.44)	59.44%
60143 Printed materials	-	-	3,000.00	(3,000.00)	0.00%
60144 Chamber of Commerce memberships	-	3,450.00	2,500.00	950.00	138.00%
60145 Chamber of Commerce functions	-	732.51	-	732.51	
60146 Promotional materials		1,460.75	3,000.00	(1,539.25)	48.69%
60147 Marketing materials	-	680.49	1,000.00	(319.51)	68.05%
60148 Advertising costs		256.69	6,500.00	(6,243.31)	3.95%
60149 Photography/videography	-	1,514.19	15,000.00	(13,485.81)	10.09%
Total 60140 Marketing	38.00	14,586.49	43,300.00	(28,713.51)	33.69%
60150 Community education					
60151 Printed materials	1,695.28	1,885.24	1,500.00	385.24	125.68%
60152 County filing fees	•	200.00	-	200.00	
60153 Consultant fees	-	1,600.00	4,000.00	(2,400.00)	40.00%
60154 Translation services	198.93	2,098.03	1,200.00	898.03	174.84%
Total 60150 Community education	1,894.21	5,783.27	6,700.00	(916.73)	86.32%
60200 Salaries & benefits					
60210 Administrative salaries & wages					
60211 Salaries	30,329.59	252,231.41	414,877.66	(162,646.25)	60.80%
60212 Overtime	2,270.19	22,709.62	19,037.58	3,672.04	119.29%
60221 Holiday pay	654.40	7,995.07	-	7,995.07	
60223 Sick time	262.25	4,560.09	-	4,560.09	
60225 Paid time off	-	3,891.71	-	3,891.71	
60226 Bereavement	•	1,141.80	-	1,141.80	
Total 60210 Administrative salaries & wages	33,516.43	292,529.70	433,915.24	(141,385.54)	67.42%
60239 Benefits	·				
60240 Payroll taxes					
60241 FICA	2,070.83	18,033.75	26,902.74	(8,868.99)	67.03%
60242 Medicare	484.38	4,217.83	6,291.77	(2,073.94)	67.04%
60243 Unemployment tax - TWC	.550	416.50	1,701.00	(1,284.50)	24.49%

	Month of		Total		
		Jan - Nov YTD		Over (Under)	
	November	Actual	2025 Budget	Budget	% of Budget
Total 60240 Payroll taxes	2,555.21	22,668.08	34,895.51	(12,227.43)	64.96%
60250 Medical insurance					
60251 Medical insurance - employees	1,351.96	25,011.26	48,742.56	(23,731.30)	51.31%
60261 Dental insurance - employees	•	1,115.52	2,091.60	(976.08)	53.33%
60262 Dental insurance - dependents	•	348.60	1,254.96	(906.36)	27.78%
60263 Vision insurance - employees	•	226.88	429.00	(202.12)	52.89%
60264 Vision insurance - dependents	-	70.80	257.76	(186.96)	27.47%
Total 60250 Medical insurance	1,351.96	26,773.06	52,775.88	(26,002.82)	50.73%
60270 Other employee benefits					
60271 Basic life insurance	66.00	561.00	990.00	(429.00)	56.67%
60272 Supplemental life insurance	106.80	751.50	1,158.00	(406.50)	64.90%
60273 Dependent life insurance	13.25	103.75	270.00	(166.25)	38.43%
60274 AD&D	10.80	91.80	162.00	(70.20)	56.67%
60275 Supplemental AD&D	3.60	159.86	61.20	98.66	261.21%
60276 Dependent AD&D	0.75	7.50	27.00	(19.50)	27.78%
60277 Short-term disability	163.65	1,140.56	1,633.92	(493.36)	69.81%
60278 Long-term disability	83.81	584.13	836.76	(252.63)	69.81%
60279 Next Level Prime	375.00	3,375.00	6,300.00	(2,925.00)	53.57%
Total 60270 Other employee benefits	823.66	6,775.10	11,438.88	(4,663.78)	59.23%
60280 Workers' compensation			5,000.00	(5,000.00)	0.00%
60290 Pension					
60291 TCDRS pension matching	2,055.25	22,565.58	38,488.28	(15,922.70)	58.63%
Total 60290 Pension	2,055.25	22,565.58	38,488.28	(15,922.70)	58.63%
Total 60239 Benefits	6,786.08	78,781.82	142,598.55	(63,816.73)	55.25%
Total 60200 Salaries & benefits	40,302.51	371,311.52	576,513.79	(205,202.27)	64.41%
60300 Office expense		,	·	, , ,	
60301 Supplies - Office	190.40	12,582.26	11,000.00	1,582.26	114.38%
60302 Supplies - Postage & Shipping	209.96	3,353.35	2,750.00	603.35	121.94%
60303 Sundry - Dues & Memberships	100.00	2,073.28	6,603.00	(4,529.72)	31.40%
60304 Sundry - Subscriptions	2,500.00	18,102.26	26,554.00	(8,451.74)	68.17%
60305 Bank Charges	2,777.22	891.85	3,500.00	(2,608.15)	25.48%
60306 Copier charges	_	165.67	4,000.00	(3,834.33)	16.77%
	_	670.64	250.00	420.64	116.00%
60310 Meeting Expense	50.00	290.00	650.00	(360.00)	345.35%
60311 Bonding Fees	296.13	2,244.78	000.00	2,244.78	040.0070
60312 Office Equipment Rental/Lease		40,374.09	55,307.00	(14,932.91)	73.00%
Total 60300 Office expense	3,346.49	40,374.09	55,307.00	(14,532.51)	73.00%
60400 Professional fees					
60410 Legal	44 570 75	62 600 70	00 000 00	(26.200.24)	70 700/
60411 Legal - General Counsel	11,578.75	63,699.79	90,000.00	(26,300.21)	70.78%
60413 Legal - Litigation	2,835.00	18,740.00	20,000.00	(1,260.00)	93.70%
60414 Published Legal Notices		2,201.47	1,000.00	1,201.47	220.15%
Total 60410 Legal	14,413.75	84,641.26	111,000.00	(26,358.74)	76.25%
60416 Election Costs	-	25,644.31	40,000.00	(14,355.69)	64.11%
60421 Bookkeeping Fees	5,000.00	57,201.82	48,000.00	9,201.82	119.17%

	Nevember	Jan - Nov YTD		Over (Heder)	
	November	Actual	2025 Budget	Over (Under) Budget	% of Budget
60422 Audit Fees	-	24,000.00	49,000.00	(25,000.00)	48.98%
60423 Payroll processing fees	262.28	5,678.80	7,200.00	(1,521.20)	78,87%
60424 Management consulting	20,036.25	241,556.85	350,000.00	(108,443.15)	69.02%
60425 Other consulting projects	-	-	40,000.00	(40,000.00)	0.00%
60426 Sales tax consultant	-	100.19	25,000.00	(24,899.81)	0.40%
60427 Financial consulting	-	-	42,000.00	(42,000.00)	0.00%
60428 Brazoria County Tax Collector	-	16.05	25,000.00	(24,983.95)	0.06%
60429 Appraisal District	-	46.00	70,000.00	(69,954.00)	0.07%
60431 FSA Plan Admin services	-	2,910.39		2,910.39	
60442 Architectural projects	-	-	60,000.00	(60,000.00)	0.00%
Total 60400 Professional fees	39,712.28	441,795.67	867,200.00	(425,404.33)	50.95%
60500 Training					
60501 Training classes	-	-	5,000.00	(5,000.00)	0.00%
60502 Professional development	-	319.55	5,000.00	(4,680.45)	6,39%
60503 Travel costs	_	5,239.50	10,000.00	(4,760.50)	52.40%
Total 60500 Training	-	5,559.05	20,000.00	(14,440.95)	27.80%
Total 60000 ADMINISTRATIVE EXPENSES	88,593.49	917,671.03	1,631,220.79	(713,549.76)	56.26%
70000 OPERATIONS					
70100 Service provider operations					
5003.13 Services - Contract				-	
5003.30 Operational Support Allocation				-	
70110 Provider operating payments	-	3,516,485.97	3,503,286.00	13,199.97	100.38%
70120 Service provider capital expenditures	-	568,434.73	674,506.00	(106,071.27)	84.27%
70130 Operational support payments	3,683.14	145,141.93	212,000.00	(66,858.07)	68.46%
Total 70100 Service provider operations	3,683.14	4,230,062.63	4,389,792.00	(159,729.37)	96.36%
70200 Operation salaries & benefits					
70210 Salaries & wages expenses					
70211 Command staff	34,182.40	387,901.70	411,061.00	(23,159.30)	94.37%
70213 Supervisors	14,561.88	163,911.22	185,489.00	(21,577.78)	88.37%
70214 Supervisor overtime	8,496.28	129,724.23	112,364.00	17,360.23	115.45%
70215 Clinical	59,957.12	759,481.98	914,805.00	(155,323.02)	83.02%
70216 Clinical overtime	62,328.11	732,361.88	554,161.00	178,200.88	132.16%
70217 Apparatus Maintenance	6,731.80	78,083.95	119,203.00	(41,119.05)	65.51%
70218 Apparatus Maintenance overtime	1,013.70	20,594.31	11,941.00	8,653.31	172.47%
70219 Administrative assistant	3,325.88	21,571.42	52,510.00	(30,938.58)	41.08%
70220 Short Term Disability	-	-	-	•	
70221 Salaries - Holiday Pay	6,257.87	63,686.86	-	63,686.86	
70223 Salaries - Sick Time	6,726.80	47,162.00	_	47,162.00	
70225 Paid time off	2,265.72	33,984.82	-	33,984.82	
70227 Part-time positions	2,774.99	20,491.93	60,000.00	(39,508.07)	34.15%
70228 Bereavement	_,,,,,,,,,	1,040.16		1,040.16	
70229 Unscheduled overtime	395.73	13,419.96	75,000.00	(61,580.04)	17.89%
Total 70210 Salaries & wages expenses	209,018.28	2,473,416.42	2,496,534.00	(23,117.58)	99.07%

	Month of		Total			
	Nb	Jan - Nov YTD	0005 D. de-et	Over (Under)	0/ of Budget	
70000 Danasia	November	Actual	2025 Budget	Budget	% of Budget	
70239 Benefits						
70240 Salaries - Payroll Taxes	40.028.50	440 977 20	154 705 00	(4.007.70)	96.83%	
70241 FICA	12,938.52	149,877.30	154,785.00	(4,907.70)		
70242 Medicare	3,025.98	35,057.17	36,200.00	(1,142.83)		
70243 Benefits - Unemployment Insurance (TWC)	96.05	2,009.51	756.00	1,253.51		
Total 70240 Salaries - Payroll Taxes	16,060.55	186,943.98	191,741.00	(4,797.02)	97.50%	
70250 Benefits - Medical Benefits						
70251 Medical insurance - employees	12,744.43	164,497.01	206,876.00	(42,378.99)		
70252 Medical insurance - dependents	27.99	(6,108.71)	78,649.00	(84,757.71)		
70253 Dental - employees	-	7,198.92	10,458.00	(3,259.08)		
70254 Dental - dependents	(465.26)	(628.24)	6,466.00	(7,094.24)	-9.72%	
70255 Vision - employees	-	1,494.99	2,145.00	(650.01)	69.70%	
70256 Vision - dependents	(90.44)	(126.13)	1,421.00	(1,547.13)	-8.88%	
Total 70250 Benefits - Medical Benefits	12,216.72	166,327.84	306,015.00	(139,687.16)	54.35%	
70270 Other employee benefits				-		
70271 Basic life insurance	(92.94)	535.44	4,851.00	(4,315.56)	11.04%	
70272 Supplemental life insurance	255.30	2,896.30	1,367.00	1,529.30	211.87%	
70273 Dependent life insurance	25.50	326.95	34.00	292.95	961.62%	
70274 AD&D	59.40	702.90	794.00	(91.10)	88.53%	
70275 Supplemental AD&D	28.80	654.10	149.00	505.10	438.99%	
70276 Dependent AD&D	(35.03)	(298.91)	4.00	(302.91)	-7472.75%	
70277 Short-term disability	910.97	9,752.14	10,894.00	(1,141.86)	89.52%	
70278 Long-term disability	465.67	4,998.41	5,579.00	(580.59)	89.59%	
70281 Annual physicals		-	12,000.00	(12,000.00)	0.00%	
70282 EAP	-	-	3,000.00	(3,000.00)	0.00%	
70283 COBRA contract	_	700.00	630.00	70.00	#REF	
70284 Next Level Prime	3,450.00	36,975.00	41,400.00	(4,425.00)	89.31%	
70285 Accident & Sickness	· -	25,930.00	23,554.00	2,376.00	110.09%	
Total 70270 Other employee benefits	5,067.67	83,172.33	104,256.00	(21,083.67)	79.78%	
70290 Pension Plan						
70291 Benefits - Pension	19,335.92	221,587.35	221,442.00	145.35	100.07%	
Total 70290 Pension Plan	19,335.92	221,587.35	221,442.00	145.35	100.07%	
70295 Workers compensation insurance	10,000.02					
70296 Benefits - Worker's Compensation	_	52,456.76	157,000.00	(104,543.24)	33.41%	
70297 Workmen's comp policy dividends'	(39,502.45)	(64,106.36)	107,000.00	(64,106.36)	00.417	
, ,	(39,502.45)	(11,649.60)	157,000.00	(168,649.60)	-7.42%	
Total 70295 Workers compensation insurance		646,381.90	980,454.00	(334,072.10)	65.93%	
otal 70239 Benefits	13,178.41		3,476,988.00	(357,189.68)	89.73%	
otal 70200 Operation salaries & benefits	222,196.69	3,119,798.32	3,470,500.00	(357,105.00)	03.137	
0300 Insurance costs		00.700.00	404 000 00	(00.040.00)	04.040/	
70311 Vehicle Insurance	-	98,789.00	121,008.00	(22,219.00)	81.64%	
70312 Property & Casualty Insurance	-	99,829.00	105,197.00	(5,368.00)	94.90%	
70314 Cyber insurance	-		5,743.00	(5,743.00)	0.00%	
70315 Theft fees	•	-	342.00	(342.00)	0.00%	
70316 Crime fees	-	-	250.00	(250.00)	0.00%	

	Month of		Total		
	November	Jan - Nov YTD Actual	2025 Budget	Over (Under) Budget	% of Budget
70247 Managament liability	Movember	Actual	7,872.00	(7,872.00)	0.00%
70317 Management liability	-		11,434.00	(11,434.00)	0.00%
70318 Excess liability	•				0.00%
70319 Portable equipment	÷-	-	9,497.00	(9,497.00)	
Total 70300 Insurance costs	•	198,618.00	261,343.00	(62,725.00)	76.00%
70350 Fleet operations		005 045 00	207.500.00	(50.404.04)	94.450
70351 Vehicle repairs	3,136.34	285,015.09	337,500.00	(52,484.91)	84.45%
70352 Preventative Maintenance	1,872.90	81,357.22	168,000.00	(86,642.78)	48.43%
70353 Supplies - Fuel, Oil & Grease	4,787.52	78,942.13	142,500.00	(63,557.87)	55.40%
70354 Tires	2,081.28	24,836.71	-	24,836.71	
70355 Other fleet costs	9.50	1,740.37		1,740.37	
Total 70350 Fleet operations	11,887.54	471,891.52	648,000.00	(176,108.48)	72.82%
70400 Facilities				-	
70410 Utility costs					
70411 Utilities - Electric	11,316.54	59,756.12	69,250.00	(9,493.88)	86.29%
70412 Utilities - Gas	330.45	9,553.56	10,150.00	(596.44)	94.12%
70413 Utilities - Water	109.62	15,354.43	7,050.00	8,304.43	217.79%
70414 Utilities - Waste Disposal	-	15,775.49	19,500.00	(3,724.51)	80.90%
70415 Utilities - Telephone	2,445.56	43,349.65	54,750.00	(11,400.35)	79.18%
70417 Utilities - Cable/Internet	4,166.20	36,301.72	39,100.00	(2,798.28)	92.84%
Total 70410 Utility costs	18,368.37	180,090.97	199,800.00	(19,709.03)	90.14%
70420 Rental costs					
70422 Buildings	-	38,288.44	38,000.00	288.44	100.76%
Total 70420 Rental costs	9	38,288.44	38,000.00	288.44	100.76%
70430 Building & grounds maintenance				-	
EOOS OA Dravantativa Maintanana	_		20,400.00	(20,400.00)	0.00%
5005.04 Preventative Maintenance	-	38 046 43	1,000.00	37,046.43	3804.64%
70431 Landscape maintenance	•	38,046.43			97.34%
70432 Lawn sprinkler maintenance	•	2,433.43	2,500.00	(66.57)	194.07%
70433 Services - Electricians	•	5,822.02	3,000.00	2,822.02	
70434 Plumbing	-	8,883.68	2,000.00	6,883.68	444.18%
70435 HVAC repairs	-	4,166.51	94,260.00	(90,093.49)	4.42%
70437 HVAC filters	•	136.44	1,000.00	(863.56)	13.64%
70438 Bay doors	-	23,378.98	5,000.00	18,378.98	467.58%
70439 Alarm monitoring	720.00	2,160.00	1,000.00	1,160.00	216.00%
70440 Building fire sprinkler maintenance	-	4,579.13	1,000.00	3,579.13	457.91%
70442 Building access controls	•	3,286.11	2,500.00	786.11	131.44%
70443 Cleaning services	1,469.97	17,817.70	4,800.00	13,017.70	371.20%
70444 Roof repairs	-	1,500.00	10,000.00	(8,500.00)	15.00%
70445 Exterminating	129.00	3,968.00	-	3,968.00	
70446 Building repairs	•	5,835.74	-	5,835.74	
70447 Appliance repairs/replacement	-	338.00	-	338.00	
70448 Furniture	-	1,749.96	-	1,749.96	
70449 Generator maintenance		19,636.03	_	19,636.03	
Total 70430 Building & grounds maintenance	2,318.97	143,738.16	148,460.00	(4,721.84)	96.82%

	Month of		Total		
	November	Jan - Nov YTD Actual	2025 Budget	Over (Under) Budget	% of Budget
Total 70400 Facilities	20,687.34	362,117.57	386,260.00	(24,142.43)	93.75%
70460 Equipment costs					
70461 Maintenance - Equipment	184.10	11,754.10	22,800.00	(11,045.90)	51.55%
70462 Preventative Maintenance	5,061.93	42,398.59	21,215.00	21,183.59	199.85%
70464 Minor Gear/Equipment	-	4,442.89	3,545.00	897.89	125.33%
70466 Supplies - Minor Tools & Equipment	-	5,657.19	15,000.00	(9,342.81)	37.71%
70467 Services - Equipment Rental/Lease	744.78	13,526.73	9,000.00	4,526.73	150.30%
70469 AED maintenance contract	-	2,606.74	6,000.00	(3,393.26)	43.45%
70470 Stryker maintenance contract	-	9,032.95	10,000.00	(967.05)	90.33%
Total 70460 Equipment costs	5,990.81	89,419.19	87,560.00	1,859.19	102.12%
70500 Other personnel costs					
70501 Supplies - Uniforms	520.00	12,061.91	18,710.00	(6,648.09)	64.47%
70502 Sundry - Recruitment	-	608.91	5,300.00	(4,691.09)	11.49%
70503 Screening & testing	850.00	2,885.00	5,315.00	(2,430.00)	54.28%
70504 Background checks	-	2,780.03	4,000.00	(1,219.97)	69.50%
70505 Advertising - Boost		49.93	3,000.00	(2,950.07)	1.66%
70506 Advertising - magazines	-	192.10	4,000.00	(3,807.90)	4.80%
70507 PPE	4,733.50	5,693.50	6,000.00	(306.50)	94.89%
Total 70500 Other personnel costs	6,103.50	24,271.38	46,325.00	(22,053.62)	52.39%
70520 Training costs					
70521 Supplies - Educational & Training	(1,936.76)	14,473.53	23,551.00	(9,077.47)	61.46%
70522 Sundry - Permits, Certifications & Licenses		442.40	2,500.00	(2,057.60)	17.70%
70523 Sundry - Travel/Training	1,095.46	22,267.84	22,014.00	253.84	101.15%
70525 Professional development	/e:	1,710.00	12,500.00	(10,790.00)	13.68%
Total 70520 Training costs	(841.30)	38,893.77	60,565.00	(21,671.23)	64.22%
70550 Other supplies					
70551 Supplies - Expendables	981.46	1,339.72		1,339.72	
70552 *Supplies - Household	126.73	4,356.24	11,250.00	(6,893.76)	38.72%
70553 Supplies - Public Relation Items	-	1,385.92	27,500.00	(26,114.08)	5.04%
70554 Supplies - Fire Suppressant & Chemical	2,313.00	4,956.64	9,500.00	(4,543.36)	52.18%
70555 Supplies - Food & Ice	171.90	7,931.69	4,000.00	3,931.69	198.29%
Total 70550 Other supplies	3,593.09	19,970.21	52,250.00	(32,279.79)	38.22%
70560 Medical supplies					
5003.12 Supplies - Medical	-	-	1,000.00	(1,000.00)	0.00%
70561 Oxygen	300.18	3,837.63	3,600.00	237.63	106.60%
70562 Oxygen bottle rental	•	4,641.79	4,524.00	117.79	102.60%
70563 Pharmacy	691.52	23,038.44	94,039.00	(71,000.56)	24.50%
70564 Blood and products	-	10,080.50	6,720.00	3,360.50	150.01%
70565 Medical waste disposal	_	-	2,400.00	(2,400.00)	29.36%
70566 Sharps compliance		704.58	400.00	304.58	610.93%
70567 Medical durable	-	2,443.73	-	2,443.73	
70568 Medical expendables	3,107.36	91,577.98		91,577.98	
Total 70560 Medical supplies	4,099.06	136,324.65	112,683.00	23,641.65	120.98%
	-,	,			

70600 Technology

	Month of		Total		
	November	Jan - Nov YTD Actual	2025 Budget	Over (Under) Budget	% of Budget
70601 ESO HER software	-	10,692.34	10,692.00	0.34	
70602 ESO HDE software		-	1,025.00	(1,025.00)	0.00%
70603 ESO scheduling		2,305.00	1,617.00	688.00	298.21%
70604 ESO fire incident reporting	-	1,755.94	1,500.00	255.94	116.33%
70605 Website	248.00	4,822.00	3,000.00	1,822.00	795.87%
70606 Social media posting	349.00	1,745.00	4,200.00	(2,455.00)	449.67%
70607 Datavox	-	4,726.79	2,400.00	2,326.79	67.19%
70608 Computer repairs	1,687.50	23,876.23	-	23,876.23	
70609 Computer replacement	14,552.03	18,885.97	4,800.00	14,085.97	393.46%
70610 IT service contract	-	1,612.50	70,000.00	(68,387.50)	2.30%
70611 Operating system	1,634.60	27,146.38	■ -	27,146.38	
70612 Network	-	454.65	-	454.65	
70613 CAD Software	-	9,840.00	-	9,840.00	
70614 Maintenance & Inventory Software	186.00	186.00		186.00	
70615 Alerting Software	-	648.00	-	648.00	
70619 GIS services	•	2,699.28	-	2,699.28	
Total 70600 Technology	18,657.13	111,396.08	99,234.00	12,162.08	112.26%
70650 Communications					
70651 Communications - Contracts		62,670.89	110,000.00	(47,329.11)	56.97%
70652 Technology fee	-		45,820.00	(45,820.00)	0.00%
70653 Communication - Repair	•	483.05	5,000.00	(4,516.95)	9.66%
70654 Services - Digital Radio Enhancements	-	1,112.96	5,000.00	(3,887.04)	22.26%
70655 Cell phones	912.15	5,583.32	-	5,583.32	
Total 70650 Communications	912.15	69,850.22	165,820.00	(95,969.78)	42.12%
70700 Volunteer expenses					
70701 Services - VFD Pension	-	40,659.00	65,000.00	(24,341.00)	62.55%
70702 Salaries - Staffing Fees	_	725.00	7,000.00	(6,275.00)	10.36%
70703 Services - VFD Group Life Insurance	•	-	2,000.00	(2,000.00)	0.00%
70704 Accident & sickness policy	-	-	3,921.00	(3,921.00)	0.00%
70706 Recruiting costs	-	-	2,756.00	(2,756.00)	0.00%
Total 70700 Volunteer expenses	-	41,384.00	80,677.00	(39,293.00)	51.30%
70750 Operational professional fees					
70751 Services - Billing	9,250.08	90,829.04	60,000.00	30,829.04	151.38%
70752 EMS collection service	771.27	2,064.09	11,000.00	(8,935.91)	18.76%
70753 Medical director	2,470.00	20,510.00	21,600.00	(1,090.00)	94.95%
70754 Credit card processing services	617.15	5,476.01	-	5,476.01	
Total 70750 Operational professional fees	13,108.50	118,879.14	92,600.00	26,279.14	128.38%
70780 Other expenses					
70781 Miscellaneous Expense	53.76	2,133.17	15,000.00	(12,866.83)	14.22%
Total 70780 Other expenses	53.76	2,133.17	15,000.00	(12,866.83)	14.22%
70790 Disaster expenses					
70791 Food and water		578.88		578.88	
70793 Repairs		7,231.05		7,231.05	
Total 70790 Disaster expenses		7,809.93		7,809.93	

	Month of		Total		
		Jan - Nov YTD	0001 D	Over (Under)	0/ of Doodwood
	November	Actual	2025 Budget	Budget	% of Budget
Total 70000 OPERATIONS	310,131.41	9,042,819.78	9,975,097.00	(932,277.22)	90.65%
Total Expenses	398,724.90	9,960,490.81	11,606,317.79	(1,645,826.98)	85.82%
Net Operating Income	(143,897.80)	3,472,404.43	1,270,471.21	2,201,933.22	273.32%
Other Income					
80000 Other sources of cash					
80010 Interest Earned				-	
80011 Interest on invested funds	56,000.99	396,767.08	500,000.00	(103,232.92)	79.35%
80012 Interest on sweep account	1,523.21	330,338.70	-	330,338.70	
80013 Interest on checking accounts	224.24	6,549.40		6,549.40	
Total 80010 Interest Earned	57,748.44	733,655.18	500,000.00	233,655.18	146.73%
80020 Other Revenue					
80032 Insurance Proceeds - VFIS Vehicle	•	5,097.58	-	5,097.58	
80033 Insurance Proceeds- Ford Settlement	200,000.00	200,000.00	-	200,000.00	
80060 Grant Income	-	-	3,000.00	(3,000.00)	0.00%
80040 Disaster expense reimbursement	-	14,899.50	-	14,899.50	
80050 Contributions	2,527.00	5,482.65	7,040.00	(1,557.35)	77.88%
80075 Tower lease proceeds	-	9,272.03	-	9,272.03	
80302 - Other proceeds	1,069.50	2,389.71		2,389.71	
Total 80020 Other Revenue	203,596.50	237,141.47	10,040.00	227,101.47	2361.97%
83000 Loan proceeds					
83200 Buildings	•	2,000,000.00	2,500,000.00	(500,000.00)	80.00%
Total 83000 Loan proceeds		2,000,000.00	2,500,000.00	(500,000.00)	80.00%
Total 80000 Other sources of cash	261,344.94	2,970,796.65	3,010,040.00	(39,243.35)	98.70%
Total Other Sources of Cash	261,344.94	2,970,796.65	3,010,040.00	(39,243.35)	98.70%
Other Expenses					
90000 Other uses of cash					
90010 Capital expenditures					
90100 Land					
90113 Capital Purchase - Land	-	1,604.45	100	1,604.45	
Total 90100 Land		1,604.45		1,604.45	
90200 Buildings		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
90205 Loan fees	_	27,000.00	_	27,000.00	
90210 Architect		127,587.03	500,000.00	(372,412.97)	25.52%
90220 Construction contract	_	13,850.00	1,900,000.00	(1,886,150.00)	0.73%
90245 - Building renovations	83,492.25	230,939.55	-	230,939.55	
•	00,402.20	22,350.00		22,350.00	
90246 Storm damage repairs		-	74,960.00	(74,960.00)	0.00%
90250 Building improvements	92 402 25		2,474,960.00	(2,053,233.42)	17.04%
Total 90200 Buildings	83,492.25	421,726.58	2,414,500.00	(2,000,200.42)	17.04/0
90300 Capital Purchase - Equipment		107 404 57		107 494 57	
90301 EMS	-	107,424.57	•	107,424.57	
90351 Fire	<u>-</u>	11,891.70		11,891.70	
Total 90300 Capital Purchase - Equipment	•	119,316.27		119,316.27	
90400 Apparatus purchases		4 000 000 00	4 000 000 55		400.0004
90451 Fire	0.00	1,200,000.00	1,200,000.00	-	100.00%

	Month of		Total		
	November	Jan - Nov YTD Actual	2025 Budget	Over (Under) Budget	% of Budget
Total 90400 Apparatus purchases	-	1,200,000.00	1,200,000.00	-	100.00%
90500 Support vehicles purchases		1,968.50		1,968.50	
90501 EMS		30,198.00		30,198.00	
90551 Fire		50,945.19	55,000.00	(4,054.81)	92.63%
Total 90500 Support vehicles purchases		83,111.69	55,000.00	28,111.69	151.11%
Total 90010 Capital expenditures	83,492.25	1,825,758.99	3,729,960.00	(1,904,201.01)	48.95%
Total 90000 Other uses of cash	83,492.25	1,825,758.99	3,729,960.00	(1,904,201.01)	48.95%
92000 M&O Funded debt service	<b>,</b>	,,		• • • • •	
92100 Principal payments					
92101 A10 P	-	25,813.62	27,513.00	(1,699.38)	93.82%
92102 MVFD Station - Masters Rd	_	44,792.44	44,792.00	0,44	100.00%
Total 92100 Principal payments		70,606.06	72,305.00	(1,698.94)	97.65%
92200 Interest paid			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
92201 A10		4,459.99	2,761.00	1,698.99	161.54%
92202 MVFD Station (Masters Rd)	_	2,302.32	2,302.00	0.32	
Total 92200 Interest paid		6,762.31	5,063.00	1,699.31	
		77.368.37	77,368.00	0.37	
Total 92000 M&O Funded debt service	83,492,25	1,903,127.36	3,807,328.00	(1,904,200.64)	
Total other uses of cash  Net Other Sources/(Uses) of Cash	177,852.69	1,067,669.29	(797,288.00)	1,864,957.29	
EENERAL FUND CASH FLOW (DEFICIT) DEBT SERVICE FUND	33,954.89	4,540,073.72	473,183.21	4,066,890.51	
95000 Receipts					
95100 Property tax revenue					
95101 Current I&S taxes	-	571,421.09	570,746.00	675.09	100.12%
95102 Prior year's I&S taxes	4,903.74	8,192.05	2,000.00	6,192.05	409.60%
95103 Ag		115.35		115.35	
95104 Rendition penalties	7.46	75.21	7.61	75.21	
95105 Rendition penalty fees	(0.33)	(4.04)	(*)	(4.04)	
95108 Section 25.25 revenues	(****)	0.10	: *:	0.10	
	94.67	1,445.97		1,445.97	
95210 I&S penalties	113.77	1,487.68	920	1,487.68	
95220 I&S interest	5,119.31	582,733.41	572,746.00	9,987.41	
Total 95100 Property tax revenue	3,118.31	502,755.41	012,140.00	5,55777	
95200 Interest earnings	603.95	11,007.97	6,000.00	5,007.97	183.47%
95201 Interest on invested debt service funds	603.95	11,007.97	6,000.00	5,007.97	
Total 95200 Interest earnings	5,723.26	593,741.38	578,746.00	14,995.38	
Total 95000 Receipts	5,723.20	553,741.36	370,740.00	14,330.00	102.00 /0
96000 Expenditures					
96100 Debt service					
96120 Principal payments		67 404 44		67,401.44	
96102 Trustmark - A11 & A12 P	-	67,401.44	74.645.00		
	-				
96122 EMS Station - Masters Rd 96123 Iowa Colony Station - Meridiana	0.00	74,615.22 297,366.44	74,615.00 364,867.00	0.22 (67,500.56)	

	Month of		Total		
		Jan - Nov YTD		Over (Under)	
	November	Actual	2025 Budget	Budget	% of Budget
Total 96120 Principal payments	-	439,383.10	439,482.00	(98.90)	99.98%
96160 Interest payments					
96162 EMS Station - Masters Rd	-	22,981.49	22,571.00	410.49	101.82%
96163 Iowa Colony Station - Meridiana	0.00	166,592.62	166,818.00	(225.38)	99.86%
96202 A11 & A12		22,427.75	22,104.00	323.75	101.46%
Total 96160 Interest payments	•	212,001.86	211,493.00	508.86	100.24%
Total 96100 Debt service	-	651,384.96	650,975.00	409.96	100.06%
Total 96000 Expenditures	•	651,384.96	650,975.00	409.96	100.06%
DEBT SERVICE FUND CASH FLOW (DEFICIT)	5,723.26	(57,643.58)	(72,229.00)	14,585.42	79.81%
DISTRICT CASH FLOW (DEFICIT)	39,678.15	4,482,430.14	400,954.21	4,081,475.93	

## Brazoria County ESD 3 EMS Actual vs Budget

	Month of			Total				
	M	a.camban	Jan - Nov Actual		Budget		Budget Variance	% of Budget
Income	- N	ovember	Actual		Duuget		Variance	Duuget
40100 Revenues from services								
40120 EMS patient revenues								
40120A Transport Revenues								
40121 Medicare		1,897.24	393,570.38				393,570.38	
40122 Contract		93,398.41	91,674.04		_		91,674.04	
40123 Medicaid		,	57,535.39		_		57,535.39	
40124 Self pay		_	69,985.33		-		69,985.33	
40125 Private insurance		_	766,582.75				766,582.75	
40126 Collections		369.99	4,945.91		_		4,945.91	
40127 Auto insurance			12,044.72		-		12,044.72	
40128 Workers comp		_	(293.97)		_		(293.97)	
Total 40120A Transport Revenues	\$	95,665.64	\$ 1,396,044.55	\$	0.00	\$	1,396,044.55	
40120B Non-Transport revenues		,						
40131 Medicare		0.00	486.86		-		486.86	
40133 Medicaid		361.81	2,316.74		-		2,316.74	
40134 Self pay		0.00	10,090.89		-		10,090.89	
40135 Private insurance		0.00	6,989.21		-		6,989.21	
40137 Auto insurance		0.00	1,200.00		_		1,200.00	
Total 40120B Non-Transport revenues	\$	361.81	\$ 21,083.70	\$	0.00	\$	21,083.70	
40139 Refunds		-	(9,295.33)		-		(9,295.33)	
Net Digitech collections		96,027.45	1,407,832.92		-		1,407,832.92	
Other patient revenues		-	65,857.31		1,047,563.00		(981,705.69)	
Total 40120 EMS patient revenues	\$	96,027.45	\$ 1,473,690.23	\$	1,047,563.00	\$	1,407,832.92	140.68%
40201 Administrative Services Provided (E. TX. Gulf Coast)			7,000.00				7,000.00	
40203 Intergovernmental Revenue					7,000.00		(7,000.00)	0.00%
40205 EMS Standby fees		0.00	6,105.00				6,105.00	
Total 40100 Revenues from services		-	13,105.00		7,000.00		6,105.00	187.21%
40210 Other service revenue								
40141 MUD billings								
40142 MUD 21					230,840.00		(230,840.00)	0.00%
40143 MUD 22					230,840.00		(230,840.00)	0.00%
Total 40141 MUD billings			-		461,680.00		(461,680.00)	0.00%
Total 40210 Other service revenue		-			461,680.00		(461,680.00)	0.00%
Total Income		96,027.45	1,486,795.23		1,516,243.00		952,257.92	98.06%
Gross Profit		96,027.45	1,486,795.23		1,516,243.00		(29,447.77)	98.06%
Expenses								
60000 ADMINISTRATIVE EXPENSES								
60130 SAFE-D expenses								
60134 Conference travel, meals & lodging			21.46				21.46	

#### Brazoria County ESD 3 EMS Actual vs Budget

2025

	Month of			Total			
	No	vember	,	Jan - Nov Actual	Budget	Budget Variance	% of Budget
Total 60130 SAFE-D expenses	\$	0.00	\$	21.46	Dauget	\$ 21.46	Dauget
60140 Marketing	*	0.00	•			•	
60142 Awards - Employee Recognition		38.00		1,727.52	3,000.00	(1,272.48)	57.58%
Total 60140 Marketing		38.00		1,727.52	3,000.00		57.58%
60300 Office expense		-		.,	*,***	(-,,	
60301 Supplies - Office				4,155.02	3,500.00	655.02	118,71%
60302 Supplies - Postage & Shipping		33.99		1,316.38	1,500.00		87.76%
60303 Sundry - Dues & Memberships		00.00		1,603.00	1,603.00		100.00%
60304 Sundry - Subscriptions		2,500.00		4,717.86	9,054.00		52.11%
		0.00		891.85	0,004.00	891.85	02.7770
60305 Bank Charges	8	2,533.99		12,684.11	15,657.00		81.01%
Total 60300 Office expense		2,000.00		12,004.11	10,007.00	(1,512.00)	01.0170
60400 Professional fees				740.53		740.53	
60431 FSA Plan Admin services	\$	0.00	\$	740.53	\$ 0.00		
Total 60400 Professional fees Total 60000 ADMINISTRATIVE EXPENSES	\$	2,571.99	\$	15,173.62			81.33%
70000 OPERATIONS	Ψ	2,37 1.33	Ψ	10,170.02	φ 10,007.00	(0,400.00)	01.00%
70100 Service provider operations							
· · · · · · · · · · · · · · · · · · ·						_	
5003.30 Operational Support Allocation				108,278.31	236,065.00	(127,786.69)	45.87%
70120 Service provider capital expenditures				71.95	230,003.00	71.95	40.0770
70130 Operational support payments					226 065 00		45.90%
Total 70100 Service provider operations		-		108,350.26	236,065.00	(127,714.74)	45.50 /6
70200 Operation salaries & benefits							
70210 Salaries & wages expenses		00 000 00		004 444 00	004.004.00	(40.040.20)	02.040/
70211 Command staff		22,963.20		261,141.80	281,061.00	, , , , ,	92.91%
70213 Supervisors		14,561.88		163,911.22	185,489.00		88.37%
70214 Supervisor overtime		8,496.28		129,724.23	112,364.00		115.45%
70215 Clinical		59,957.12		759,481.98	914,805.00	•	83.02%
70216 Clinical overtime		62,328.11		732,361.88	554,161.00		132.16%
70219 Administrative assistant		3,325.88		21,571.42	52,510.00		41.08%
70221 Salaries - Holiday Pay		5,879.27		59,447.36	-	00,447.00	
70223 Salaries - Sick Time		6,348.20		45,512.20	-	45,512.20	
70225 Paid time off		2,265.72		32,215.82	-	32,215.82	
70227 Part-time positions		2,774.99		20,491.93	60,000.00	(39,508.07)	34.15%
70228 Bereavement		-		1,040.16	-	1,040.16	
70229 Unscheduled overtime		395.73		13,419.96	75,000.00	(61,580.04)	17.89%
Total 70210 Salaries & wages expenses		189,296.38		2,240,319.96	2,235,390.00	4,929.96	100.22%
70239 Benefits							
70240 Salaries - Payroll Taxes							
70241 FICA		11,723.09		135,508.13	138,594.00	(3,085.87)	97.77%
70242 Medicare		2,741.72		31,691.36	32,413.00	(721.64)	97.77%
70243 Benefits - Unemployment Insurance (TWC)		66.96		1,603.24	567.00	1,036.24	282.76%

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	Month of		Total		
	0	Jan - Nov		Budget	% of
	November	Actual	Budget	Variance	Budget
Total 70240 Salaries - Payroll Taxes	14,531.77	168,802.73	171,574.00	(2,771.27)	98.38%
70250 Benefits - Medical Benefits					
70251 Medical insurance - employees	12,068.45	155,033.29	190,652.00	(35,618.71)	81.32%
70252 Medical insurance - dependents	4,526.15	51,037.75	78,649.00	(27,611.25)	64.89%
70253 Dental - employees	-	6,850.32	9,621.00	(2,770.68)	71.20%
70254 Dental - dependents	-	5,548.48	6,466.00	(917.52)	85.81%
70255 Vision - employees	-	1,374.46	1,973.00	(598.54)	69.66%
70256 Vision - dependents	-	1,022.33	1,421.00	(398.67)	71.94%
Total 70250 Benefits - Medical Benefits	16,594.60	220,866.63	288,782.00	(67,915.37)	76.48%
70270 Other employee benefits					
70271 Basic life insurance	330.00	3,613.50	4,554.00	(940.50)	79.35%
70272 Supplemental life insurance	216.00	2,503.30	1,153.00	1,350.30	217.11%
70273 Dependent life insurance	19.50	266.95	34.00	232.95	785.15%
70274 AD&D	54.00	591.30	745.00	(153.70)	79.37%
70275 Supplemental AD&D	25.50	621.10	144.00	477.10	431.32%
70276 Dependent AD&D	4.05	171.85	4.00	167.85	4296.25%
70277 Short-term disability	808.70	8,703.59	9,927.00	(1,223.41)	87.68%
70278 Long-term disability	413.29	4,461.41	5,084.00	(622.59)	87.75%
70281 Annual physicals	-		12,000.00	(12,000.00)	0.00%
70284 Next Level Prime	1,650.00	17,550.00	20,700.00	(3,150.00)	84.78%
Total 70270 Other employee benefits	3,521.04	38,483.00	54,345.00	(15,862.00)	70.81%
70290 Pension Plan					
70291 Benefits - Pension	17,955.40	203,694.43	198,279.00	5,415.43	102.73%
Total 70290 Pension Plan	17,955.40	203,694.43	198,279.00	5,415.43	102.73%
70295 Workers compensation insurance					
70296 Benefits - Worker's Compensation	-	-	150,000.00	(150,000.00)	0.00%
Total 70295 Workers compensation insurance		-	150,000.00	(150,000.00)	0.00%
Total 70239 Benefits	52,602.81	631,846.79	862,980.00	(231,133.21)	73.22%
Total 70200 Operation salaries & benefits	241,899.19	2,872,166.75	3,098,370.00	(226,203.25)	92.70%
70350 Fleet operations					
70351 Vehicle repairs	1,298.17	53,060.99	25,000.00	28,060.99	212.24%
70352 Preventative Maintenance	1,248.60	17,807.47	30,000.00	(12,192.53)	59.36%
70353 Supplies - Fuel, Oil & Grease	2,873.06	33,821.29	60,500.00	(26,678.71)	55.90%
70354 Tires	1,868.68	10,902.18	-	10,902.18	
70355 Other fleet costs	0.00	219.50	_	219.50	
Total 70350 Fleet operations	7,288.51	115,811.43	115,500.00	311.43	100.27%
70400 Facilities	•				
70410 Utility costs					
70415 Utilities - Telephone	316.69	4,632.48	4,000.00	632.48	115.81%
70417 Utilities - Cable/Internet	627.06	3,738.18		3,738.18	
Total 70410 Utility costs	943.75	8,370.66	4,000.00	4,370.66	209.27%

	Month of November	Jan - Nov	Total	Budget	0/ -8
	November			Duuger	% of
		Actual	Budget	Variance	Budget
70430 Building & grounds maintenance					
70435 HVAC repairs	-	-	6,260.00	(6,260.00)	0.00%
70438 Bay doors	-	-		-	
70439 Alarm monitoring	720.00	720.00			
70443 Cleaning services	-	-	4,800.00	(4,800.00)	0.00%
70446 Building repairs	-	=		-	
70448 Furniture	-	1,749.96		1,749.96	
Total 70430 Building & grounds maintenance	720.00	2,469.96	11,060.00	(9,310.04)	22.33%
Total 70400 Facilities	1,663.75	10,840.62	15,060.00	(4,219.38)	71.98%
70460 Equipment costs					
70461 Maintenance - Equipment	-	2,555.00	2,800.00	(245.00)	91.25%
70462 Preventative Maintenance	-	1,572.05	1,215.00	357.05	129.39%
70464 Minor Gear/Equipment	-	1,393.33	1,545.00	(151.67)	90.18%
70466 Supplies - Minor Tools & Equipment	29.96	2,954.09	10,000.00	(7,045.91)	29.54%
70467 Services - Equipment Rental/Lease	-	-	4,000.00	(4,000.00)	0.00%
70469 AED maintenance contract	-	-	6,000.00	(6,000.00)	0.00%
70470 Stryker maintenance contract	<u>-</u>	9,032.95	10,000.00	(967.05)	90.33%
Total 70460 Equipment costs	29.96	17,507.42	35,560.00	(18,052.58)	49.23%
70500 Other personnel costs					
70501 Supplies - Uniforms	98.00	9,603.95	12,710.00	(3,106.05)	75.56%
70502 Sundry - Recruitment	-	203.91	1,300.00	(1,096.09)	15.69%
70503 Screening & testing	760.00	2,405.00	3,315.00	(910.00)	72.55%
70504 Background checks	-	943.53	1,500.00	(556.47)	62.90%
70505 Advertising - Boost	-	-	1,500.00	(1,500.00)	0.00%
Total 70500 Other personnel costs	858.00	13,156.39	20,325.00	(7,168.61)	64.73%
70520 Training costs					
70521 Supplies - Educational & Training	(2,456.00)	13,220.88	23,551.00	(10,330.12)	56.14%
70522 Sundry - Permits, Certifications & Licenses	-	62.00	-	62.00	
70523 Sundry - Travel/Training	48.95	9,418.40	9,514.00	(95.60)	99.00%
Total 70520 Training costs	(2,407.05)	22,701.28	33,065.00	(10,363.72)	68.66%
70550 Other supplies					
70551 Supplies - Expendables	288.86	288.86	1.0	288.86	
70552 *Supplies - Household	-	3,233.92	3,750.00	(516.08)	86.24%
70553 Supplies - Public Relation Items	-	929.78	3,500.00	(2,570.22)	26.57%
70555 Supplies - Food & Ice	-	887.57	1,500.00	(612.43)	59.17%
Total 70550 Other supplies	288.86	5,340.13	8,750.00	(3,409.87)	61.03%
70560 Medical supplies					
5003.12 Supplies - Medical				-	
70561 Oxygen	300.18	3,789.10	3,600.00	189.10	105.25%
70562 Oxygen bottle rental	-	4,175.81	4,524.00	(348.19)	92.30%
70563 Pharmacy	691.52	23,038.44	94,039.00	(71,000.56)	24.50%

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70564 Blood and products         -         10,080.50         6,720.00         2,400.00         0,2400.00         0,2400.00         0,2400.00         0,2400.00         0,2400.00         0,2400.00         0,2400.00         0,2400.00         0,0		Month	of		Total		
70656 Medical waste disposal         -         TO.568         340,00         (2,400,00)         0.00%           70656 Sharps compliance         -         704,58         400,00         334,58         176.15%           70567 Medical durable         -         2,443,73         -         2,443,73           70560 Medical expendables         3,107.36         91,577.98         -         91,577.98           70600 Technology         -         11,883.00         24,127.14         121,809           70601 ESO Sheft Mare         -         -         10,692.34         10,692.00         0.03         100,00%           70602 ESO Scheduling         -         -         1,617.00         0.00%           70603 ESO Scheduling         -         1,812.50         1,617.00         0.00%           70603 Computer replacement         1,253.38         3,553.36         4,800.00         (1,246.84)         74,03%           70610 Technology         1,283.38         15,933.20         33,134.00         (17,200.80)         48,099           70650 Computer replacement         1,283.38         15,933.20         33,134.00         (17,200.80)         48,099           70610 Technology fee         -         5,0680.00         70,000.00         (1,220.80) <th< th=""><th></th><th>Novem</th><th>ber</th><th></th><th>Budget</th><th>-</th><th>% of Budget</th></th<>		Novem	ber		Budget	-	% of Budget
70566 Sharps compliance         -         704.58         400.00         304.58         705.17           70567 Medical durable         - <td>70564 Blood and products</td> <td>70-</td> <td>-</td> <td>10,080.50</td> <td>6,720.00</td> <td>3,360.50</td> <td>150.01%</td>	70564 Blood and products	70-	-	10,080.50	6,720.00	3,360.50	150.01%
70557 Medical durable         2,443,73         2,443,73         2,443,77           70568 Medical curplies         3,107,36         91,577,98         91,577,98           7060 Technology         70600 Technology         111,683,00         24,127,14         121,607           70601 ESO HER software         1,069,23         10,692,30         10,052,00         0,034         100,00%           70602 ESO Schedulling         -         1,612,50         1,612,50         1,612,50         0,00%           70603 Computer repairs         1,612,53         3,553,36         4,800,00         (1,266,64)         74,00%           70603 Computer replacement         1,253,38         3,553,36         4,800,00         (1,266,64)         74,00%           70610 T service contract         -         75,00         1,500,00         (1,260,00)         40,00%           70630 Communications         1,253,38         15,933,20         33,134,00         (17,200,80)         48,00%           70630 Communications         -         -         5,000,00         70,000,00         (15,000,00)         22,420,00         20,000         70,000,00         (17,200,80)         48,00%         70,000,00         (17,200,80)         48,00%         70,000,00         (17,200,80)         48,00%         70,000,00	70565 Medical waste disposal		-	-	2,400.00	(2,400.00)	0.00%
Toses Medical expendables	70566 Sharps compliance		-	704.58	400.00	304.58	176.15%
Total 70560 Medical supplies         4,099.06         135,810.14         111,883.0         24,127.14         121,607.00           70600 Technology         10,692.34         10,692.04         0.03.4         100,007.00         0.00%         10,002.00         0.03.4         100,007.00         0.00%         10,002.00         0.00%         10,002.00         0.00%         10,002.00         0.00%         10,002.00         10,002.00         0.00%         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,002.00         10,000.00         10,002.00         10,000.	70567 Medical durable		-	2,443.73	-	2,443.73	
70600 Technology         70601 ESO HER software         -         10,692.34         10,692.00         0.34         100.00           70602 ESO HDE software         -         -         1,025.00         (1,025.00)         0.00%           70603 ESO scheduling         -         -         1,617.00         0.00%           70608 Computer repairs         1,253.38         3,553.38         4,800.00         (1,246.4)         74.03%           70610 IT service contract         -         -         75,000         (15,000.00)         0.00%           70611 Operating system         -         75,000         -         75.00         -         75.00           70610 Communications         -         -         50,680.00         70,000.00         (19,320.00)         72.40%           70652 Cemmunications - Contracts         -         50,680.00         70,000.00         (19,320.00)         72.40%           70652 Technology fee         -         50,680.00         70,000.00         (19,320.00)         72.40%           70653 Communications - Repair         -         50,680.00         70,000.00         (19,320.00)         72.40%           70655 Cell phones         453.36         3,545.10         -         3,545.10         -         3,645.10	70568 Medical expendables	3,	107.36	91,577.98	_	91,577.98	
70601 ESO HER software         1,0,692.34         10,092.00         0.34         100,00%           70602 ESO Schodulling         -         -         1,025.00         1,025.00         1,057.00         0.00%           70603 ESO Schedulling         -         -         1,612.50         -         1,612.50         -         -         1,612.50         -         -         7,603.50         -         -         7,603.50         -         7,603.50         -         7,603.50         -         7,603.50         -         7,603.50         -         7,603.50         -         7,600.00         0,00%.00         7,600.00         1,612.50         -         7,600.00         1,600.00         0,00%.00         7,600.00         1,600.00	Total 70560 Medical supplies	4,	099.06	135,810.14	111,683.00	24,127.14	121.60%
70602 ESO MDE software         -         -         -         1,025.00         (1,025.00)         0.00%           70603 ESO scheduling         -         -         1,617.00         (1,617.00)         0.00%           70608 Computer repairs         -         1,612.50         -         1,612.50         -         1,612.50           70601 Togon Computer replacement         1,253.38         3,553.36         4,800.00         (1,266.60)         74.03%           70610 Togon Tract         -         -         -         15,000.00         (17,500.00)         0.00%           70611 Operating system         -         -         -         75.00         -         75.00           Total 70600 Technology         1,253.38         1,593.20         33,134.00         (17,200.80)         48.09%           70650 Communications         -         -         50,680.00         70,000.00         (19,320.00)         72,40%           70653 Technology fee         -         -         -         50,080.00         70,000.00         (19,320.00)         72,40%           70653 Communication Repair         -         -         -         50,000.00         (3,887.04)         22.28%           70654 Services - Digital Radio Enhancements         -         1	70600 Technology						
70603 ESO scheduling         -         1.612.50         1.617.00         0.00%           70608 Computer repairs         1.612.50         1.612.50         1.612.50         1.612.50         1.612.50         1.612.50         7.000         7.000         1.612.50         7.000         7.000.00         1.612.50         7.000         7.000.00         1.000.00         0.00%         7.000.00         1.000.00         0.00%         7.000.00         1.000.00         0.00%         7.000.00         1.000.00         0.00%         7.000.00         1.000.00         0.00%         7.000.00         1.000.00         7.000.00	70601 ESO HER software		-	10,692.34	10,692.00	0.34	100.00%
76688 Computer repairs         -         1,612.50         1,612.50         1,612.50           70609 Computer replacement         1,253.38         3,553.36         4,800.00         (1,246,64)         74.03%           70610 IT service contract         -         -         -         1,500.00         (15,000.00)         0.00%           70611 Operating system         -         75.00         -         75.00         -         75.00           70650 Communications         -         50,680.00         70,000.00         (19,320.00)         72.40%           70651 Communications - Contracts         -         50,680.00         70,000.00         (19,320.00)         72.40%           70652 Technology fee         -         -         50,680.00         70,000.00         (19,320.00)         72.40%           70653 Communications - Repair         -         -         -         5,000.00         (30,887.04)         22.28%           70654 Services - Digital Radio Enhancements         -         1,112.96         5,000.00         (3,887.04)         22.28%           70655 Cell phones         453.36         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         <	70602 ESO HDE software		-	-	1,025.00	(1,025.00)	0.00%
70609 Computer replacement         1,253.38         3,553.36         4,800.00         (1,246,64)         74,03%           70610 IT service contract         -         -         75.00         -         75.00           70611 Operating system         -         75.00         -         75.00           Total 70600 Technology         1,253.38         15,933.20         33,134.00         (17,200.80)         48.09%           70651 Communications         -         50,680.00         70,000.00         (19,320.00)         72.40%           70652 Technology fee         -         -         5,080.00         70,000.00         (19,320.00)         72.40%           70653 Communication - Repair         -         -         -         5,000.00         (6,500.00)         0.00%           70654 Services - Digital Radio Enhancements         -         -         1,112.96         5,000.00         (3,887.00)         22.88%           70655 Cell phones         453.36         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10	70603 ESO scheduling		-	-	1,617.00	(1,617.00)	0.00%
70610 IT service contract         -         -         -         15,000.00         (15,000.00)         0.00%           70611 Operating system         -         75.00         -         75.00         -         75.00           Total 70600 Technology         1,253.38         15,933.20         33,134.00         (17,200.80)         48.09%           70650 Communications         -         50,680.00         70,000.00         (19,320.00)         72.40%           70652 Technology fee         -         -         50,680.00         70,000.00         (19,320.00)         72.40%           70654 Services - Digital Radio Enhancements         -         -         5,000.00         (5,000.00)         0.00%           70655 Cell phones         463.36         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         1,51,38%         - <th< td=""><td>70608 Computer repairs</td><td></td><td>-</td><td>1,612.50</td><td>(5)</td><td>1,612.50</td><td></td></th<>	70608 Computer repairs		-	1,612.50	(5)	1,612.50	
70611 Operating system         7,500         7,500         75,00           Total 70600 Technology         1,253,38         15,933,20         33,134,00         (17,200,80)         48,09%           70651 Communications         50,680,00         70,000,00         (19,320,00)         72,40%           70652 Technology fee         -         50,680,00         70,000,00         (19,320,00)         72,40%           70653 Communication - Repair         -         -         5,000,00         (5,000,00)         0,00%           70654 Services - Digital Radio Enhancements         453,36         3,545,10         -         3,545,10         22,28%           70655 Cell phones         453,36         55,338,06         103,820,00         (48,481,94)         53,30%           70750 Operational professional fees         453,36         55,338,06         103,820,00         (48,481,94)         53,30%           70751 Services - Billing         9,250,08         90,829,04         60,000,00         30,829,04         151,33%           70752 EMS collection service         771,27         2,064,09         11,000,00         (8,935,91)         18,76%           70753 Medical director         1,970,00         18,510,00         21,600,00         30,829,04         16,76%         16,76%         16,76	70609 Computer replacement	1,	253.38	3,553.36	4,800.00	(1,246.64)	74.03%
Total 76600 Technology         1,253.38         15,933.20         33,134.00         (17,200.80)         48.09%           70650 Communications         -         50,680.00         70,000.00         (19,320.00)         72.40%           70652 Technology fee         -         -         -         5,000.00         (5,000.00)         0.00%           70653 Communication - Repair         -         -         -         5,000.00         (5,000.00)         0.00%           70654 Services - Digital Radio Enhancements         -         1,112.96         5,000.00         (3,887.04)         22.26%           70655 Cell phones         453.36         3,545.10         -         7,755.10         -         7,755.10         -         7,755.	70610 IT service contract		-	-	15,000.00	(15,000.00)	0.00%
70850 Communications         70851 Communications - Contracts         -         50,680.00         70,000.00         (19,320.00)         72.40%           70652 Technology fee         -         -         50,680.00         70,000.00         (23,820.00)         0.00%           70653 Communication - Repair         -         -         -         5,000.00         (5,000.00)         0.00%           70654 Services - Digital Radio Enhancements         -         1,112.96         5,000.00         (3,887.04)         22.26%           70655 Cell phones         453.36         3,545.10         -         3,5	70611 Operating system		-	75.00	-	75.00	
70651 Communications - Contracts         -         50,680.00         70,000.00         (19,320.00)         72.40%           70652 Technology fee         -         -         -         23,820.00         (23,820.00)         0.00%           70653 Communication - Repair         -         -         5,000.00         (5,000.00)         0.00%           70654 Services - Digital Radio Enhancements         -         1,112.96         5,000.00         (3,887.04)         22,26%           70655 Cell phones         453.36         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         3,545.10         -         1,538%         -         7,751 Services - Billing         9,250.08         90,829.04         60,000.00         30,829.04         151,38%         -         7,755 Services - Billing         9,750.00         1,770.00         1,770.00         1,770.00         1,770.00         1,770.00         1,770.00         1,770.00	Total 70600 Technology	1,	253.38	15,933.20	33,134.00	(17,200.80)	48.09%
70652 Technology fee         -         -         2,8,20,00         (23,820,00)         0.00%           70653 Communication - Repair         -         -         5,000,00         (5,000,00)         0.00%           70654 Services - Digital Radio Enhancements         -         1,112.96         5,000,00         (3,887.04)         22.28%           70655 Cell phones         453.36         3,545.10         -         3,545.10         -         3,545.10           Total 70650 Communications         453.36         55,338.08         103,820.00         (48,481.94)         53,30%           70750 Operational professional fees         70751 Services - Billing         9,250.08         90,829.04         60,000.00         30,829.04         151,38%           70752 EMS collection service         771.27         2,064.09         11,000.00         (8,935.91)         18,76%           70753 Medical director         1,970.00         18,510.00         21,600.00         3,0829.04         151,38%           70754 Credit card processing services         617.15         5,476.01         -         5,476.01         -         5,476.01         -         5,476.01         -         5,476.01         -         5,476.01         -         5,476.01         -         5,476.01         -         5,476.0	70650 Communications						
70653 Communication - Repair         -         -         5,000.00         (5,000.00)         0.00%           70654 Services - Digital Radio Enhancements         -         1,112.96         5,000.00         (3,887.04)         22.28%           70655 Cell phones         453.36         3,545.10         -         1,518.8%         -         7,752 Challed Ch	70651 Communications - Contracts		-	50,680.00	70,000.00	(19,320.00)	72.40%
70654 Services - Digital Radio Enhancements         -         1,112.96         5,000.00         (3,887.04)         22.26%           70655 Cell phones         453.36         3,545.10         -         3,300.00         -         3,300.00         -         3,300.00         -         3,300.00         -         3,300.00         -         3,300.00         -         3,565.90         -         7,000.00         -         3,476.01         -         5,476.01         -         5,476.01         -         5,476.01         -         5,476.01         -         5,476.	70652 Technology fee		_	-	23,820.00	(23,820.00)	0.00%
70655 Cell phones         453.36         3,545.10         - 3,545.10           Total 70650 Communications         453.36         55,338.06         103,820.00         (48,481.94)         53.30%           70750 Operational professional fees         70751 Services - Billing         9,250.08         90,829.04         60,000.00         30,829.04         151.38%           70752 EMS collection service         771.27         2,064.09         11,000.00         (8,935.91)         18.76%           70753 Medical director         1,970.00         18,510.00         21,600.00         (3,090.00)         85.69%           70754 Credit card processing services         617.15         5,476.01         - 5,476.01         5,476.01         - 5,476.01         - 5,476.01         126.22%         116,879.14         92,600.00         24,279.14         126.22%         12,608.50         116,879.14         92,600.00         24,279.14         126.22%         12,608.50         116,879.14         92,600.00         24,279.14         126.22%         12,608.50         116,879.14         92,600.00         24,279.14         126.22%         12,608.50         116,879.14         92,600.00         950.00         950.00         950.00         950.00         950.00         950.00         950.00         950.00         950.00         950.00	70653 Communication - Repair		-	-	5,000.00	(5,000.00)	0.00%
Total 70650 Communications         453.36         55,338.06         103,820.00         (48,481.94)         53.30%           70750 Operational professional fees         70751 Services - Billing         9,250.08         90,829.04         60,000.00         30,829.04         151,36%           70752 EMS collection service         771.27         2,064.09         11,000.00         (8,935.91)         18,76%           70753 Medical director         1,970.00         18,510.00         21,600.00         (3,090.00)         85.69%           70754 Credit card processing services         617.15         5,476.01         -         5,476.01         -         5,476.01         -         5,476.01         -         24,279.14         126.22%         12,608.50         116,879.14         92,600.00         24,279.14         126.22%         12,608.50         116,879.14         92,600.00         24,279.14         126.22%         12,608.50         10,000         950.00	70654 Services - Digital Radio Enhancements		-	1,112.96	5,000.00	(3,887.04)	22.26%
70750 Operational professional fees           70751 Services - Billing         9,250.08         90,829.04         60,000.00         30,829.04         151,38%           70752 EMS collection service         771.27         2,064.09         11,000.00         (8,935.91)         18,76%           70753 Medical director         1,970.00         18,510.00         21,600.00         (3,090.00)         85,69%           70754 Credit card processing services         617.15         5,476.01         -         5,476.01         -         5,476.01           Total 70750 Operational professional fees         12,608.50         116,879.14         92,600.00         24,279.14         126,22%           70780 Other expenses         950.00         950.00         950.00         950.00         950.00         950.00           Total 70780 Other expenses         90.00         950.00         950.00         950.00         950.00         950.00         950.00           70791 Food and water         230.77         230.77         230.77         230.77         Total 70700 Disaster expenses         90.00         230.77         90.00         230.77         90.00         230.77         90.00         950.00         950.00         950.00         950.00         950.00         950.00         950.00	70655 Cell phones		453.36	3,545.10	•	3,545.10	
70751 Services - Billing         9,250.08         90,829.04         60,000.00         30,829.04         151.38%           70752 EMS collection service         771.27         2,064.09         11,000.00         (8,935.91)         18.76%           70753 Medical director         1,970.00         18,510.00         21,600.00         (3,090.00)         85.69%           70754 Credit card processing services         617.15         5,476.01         - 5,476.01         - 5,476.01           Total 70750 Operational professional fees         12,608.50         116,879.14         92,600.00         24,279.14         126.22%           70780 Other expenses         950.00         950.00         950.00         950.00         950.00         950.00         950.00         70790 Disaster expenses         950.00         950.00         950.00         950.00         950.00         950.00         70790 Disaster expenses         950.00         <	Total 70650 Communications	-	453.36	55,338.06	103,820.00	(48,481.94)	53.30%
70752 EMS collection service         771.27         2,064.09         11,000.00         (8,935.91)         18.76%           70753 Medical director         1,970.00         18,510.00         21,600.00         (3,090.00)         85.69%           70754 Credit card processing services         617.15         5,476.01         -         5,476.01           Total 70750 Operational professional fees         12,608.50         116,879.14         92,600.00         24,279.14         126.22%           70780 Other expenses         950.00         950.00         950.00         950.00         950.00         950.00         950.00         70790 Disaster expenses         0.00         950.00         950.00         950.00         950.00         70790 Disaster expenses         950.00	70750 Operational professional fees						
70753 Medical director         1,970.00         18,510.00         21,600.00         (3,090.00)         85.69%           70754 Credit card processing services         617.15         5,476.01         -         2,479.14         126.22%         -	70751 Services - Billing	9,	250.08	90,829.04	60,000.00	30,829.04	151.38%
70754 Credit card processing services         617.15         5,476.01         - 5,476.01           Total 70750 Operational professional fees         12,608.50         116,879.14         92,600.00         24,279.14         126.22%           70780 Other expenses         950.00	70752 EMS collection service		771.27	2,064.09	11,000.00	(8,935.91)	18.76%
Total 70750 Operational professional fees 70780 Other expenses 70781 Miscellaneous Expense 70790 Other expenses 950.00 \$950.00 \$950.00  Total 70780 Other expenses \$ 0.00 \$950.00 \$0.00 \$950.00  70790 Disaster expenses 70791 Food and water \$ 230.77 \$ 230.77  Total 70790 Disaster expenses \$ 0.00 \$ 230.77 \$ 0.00 \$ 230.77  Total 70790 Operational professional fees \$ 0.00 \$ 230.77 \$ 0.00 \$ 230.77  Total 70790 Operational professional fees \$ 268,035.52 \$ 3,491,015.59 \$ 3,903,932.00 \$ (412,916.41) \$ 89.42%  Net Operating Income \$ (174,580.06) \$ (2,019,393.98) \$ (2,406,346.00) \$ 386,952.02 \$ 83.92%  Other Income	70753 Medical director	1,	970.00	18,510.00	21,600.00	(3,090.00)	85.69%
70780 Other expenses 70781 Miscellaneous Expense 70780 Other expenses 70780 Other expenses 70790 Disaster expenses 70791 Food and water 70790 Disaster expenses 70791 Food 2 230.77 Total 70790 Disaster expenses \$ 0.00 \$ 230.77 \$ 0.00 \$ 230.77  Total 70790 Disaster expenses \$ 0.00 \$ 230.77 \$ 0.00 \$ 230.77  Total 70790 Disaster expenses \$ 268,035.52 \$ 3,491,015.59 \$ 3,903,932.00 \$ (412,916.41) \$ 89.42%  Total Expenses  Net Operating Income (174,580.06) (2,019,393.98) (2,406,346.00) \$ 386,952.02 \$ 83.92% Other Income	70754 Credit card processing services		617.15	5,476.01	-	5,476.01	
70780 Other expenses 70781 Miscellaneous Expense 70780 Other expenses 70790 Disaster expenses 70791 Food and water 70790 Disaster expenses 70790 Disaster expenses 70791 Food and water 70790 Disaster expenses 70791 Food and water 230.77  Total 70790 Disaster expenses \$ 0.00 \$ 230.77 \$ 0.00 \$ 230.77  Total 70790 Disaster expenses \$ 0.00 \$ 230.77 \$ 0.00 \$ 230.77  Total 70000 OPERATIONS 268,035.52 3,491,015.59 3,903,932.00 (412,916.41) 89.42% Total Expenses Net Operating Income (174,580.06) (2,019,393.98) (2,406,346.00) 386,952.02 83.92% Other Income	Total 70750 Operational professional fees	12,	608.50	116,879.14	92,600.00	24,279.14	126.22%
Total 70780 Other expenses \$ 0.00 \$ 950.00 \$ 0.00 \$ 950.00 70790 Disaster expenses							
70790 Disaster expenses 70791 Food and water 230.77  Total 70790 Disaster expenses \$ 0.00 \$ 230.77 \$ 0.00 \$ 230.77  Total 70000 OPERATIONS 268,035.52 3,491,015.59 3,903,932.00 (412,916.41) 89.42%  Total Expenses 270,607.51 3,506,189.21 3,922,589.00 (416,399.79) 89.38%  Net Operating Income (174,580.06) (2,019,393.98) (2,406,346.00) 386,952.02 83.92%  Other Income	70781 Miscellaneous Expense			950.00		950.00	
70791 Food and water         230.77         230.77           Total 70790 Disaster expenses         \$ 0.00         \$ 230.77         \$ 0.00         \$ 230.77           Total 70000 OPERATIONS         268,035.52         3,491,015.59         3,903,932.00         (412,916.41)         89.42%           Total Expenses         270,607.51         3,506,189.21         3,922,589.00         (416,399.79)         89.38%           Net Operating Income         (174,580.06)         (2,019,393.98)         (2,406,346.00)         386,952.02         83.92%           Other Income         (174,580.06)         (2,019,393.98)         (2,406,346.00)         386,952.02         83.92%	Total 70780 Other expenses	\$	0.00	\$ 950.00	\$ 0.00	\$ 950.00	
Total 70790 Disaster expenses         \$ 0.00 \$ 230.77 \$ 0.00 \$ 230.77           Total 70000 OPERATIONS         268,035.52 3,491,015.59 3,903,932.00 (412,916.41) 89.42%           Total Expenses         270,607.51 3,506,189.21 3,922,589.00 (416,399.79) 89.38%           Net Operating Income         (174,580.06) (2,019,393.98) (2,406,346.00) 386,952.02 83.92%           Other Income	70790 Disaster expenses						
Total 70000 OPERATIONS         268,035.52         3,491,015.59         3,903,932.00         (412,916.41)         89.42%           Total Expenses         270,607.51         3,506,189.21         3,922,589.00         (416,399.79)         89.38%           Net Operating Income         (174,580.06)         (2,019,393.98)         (2,406,346.00)         386,952.02         83.92%           Other Income         (174,580.06)         (2,019,393.98)         (2,406,346.00)         386,952.02         83.92%	70791 Food and water			230.77		230.77	
Total 70000 OPERATIONS         268,035.52         3,491,015.59         3,903,932.00         (412,916.41)         89.42%           Total Expenses         270,607.51         3,506,189.21         3,922,589.00         (416,399.79)         89.38%           Net Operating Income         (174,580.06)         (2,019,393.98)         (2,406,346.00)         386,952.02         83.92%           Other Income         (174,580.06)         (2,019,393.98)         (2,406,346.00)         386,952.02         83.92%		\$	0.00	\$ 230.77	\$ 0.00	\$ 230.77	
Total Expenses         270,607.51         3,506,189.21         3,922,589.00         (416,399.79)         89.38%           Net Operating Income         (174,580.06)         (2,019,393.98)         (2,406,346.00)         386,952.02         83.92%           Other Income         (174,580.06)         (174,58	•	) +	035.52	3,491,015.59	3,903,932.00	(412,916.41)	89.42%
Net Operating Income (174,580.06) (2,019,393.98) (2,406,346.00) 386,952.02 83.92% Other Income		<i>1</i>					89.38%
Other Income		15		(2,019,393.98)	(2,406,346.00)	386,952.02	83.92%
		<b>( 1</b> - <b>1</b>	,				

80011 Interest on invested funds 80013 Interest on checking accounts

	M	lonth of				Total		
	No.	ovember	-	an - Nov Actual	Ε	Budget	Budget Variance	% of Budget
80040 Disaster expense reimbursement		14,899.50		14,899.50			14,899.	.50
80060 Grant Income				0.00		3,000.00	(3,000.0	0.00%
80302 Other						7,040.00	(7,040.0	0.00%
Total 80000 Other sources of cash	3	14,899.50		14,899.50		10,040.00	4,859.	50 148.40%
Total Other Income	-	14,899.50		14,899.50		10,040.00	4,859.	50 148.40%
Other Expenses								
90000 Other uses of cash								
90010 Capital expenditures								
90200 Buildings								
90220 Construction contract					1	1,300,000.00	(1,300,000.0	0.00%
90245 - Building renovations				4,806.85			4,806.	85
90250 Building improvements						74,960.00	(74,960.0	0.00%
Total 90200 Buildings	(			4,806.85	1	1,374,960.00	(1,370,153.1	15) 0.35%
90300 Capital Purchase - Equipment								
90301 EMS				107,424.57			107,424.	57
Total 90300 Capital Purchase - Equipment	\$	0.00	\$	107,424.57	\$	0.00	\$ 107,424.	57
90500 Support vehicles purchases								
90501 EMS				30,198.00			30,198.	00
Total 90500 Support vehicles purchases	\$	0.00	\$	30,198.00	\$	0.00	\$ 30,198.	00
Total 90010 Capital expenditures	-			142,429.42	1	,374,960.00	(1,232,530.5	8) 10.36%
Total 90000 Other uses of cash				142,429.42	1	,374,960.00	(1,232,530.5	8) 10.36%
92000 M&O Funded debt service								
92100 Principal payments								
92101 A10 P		25,813.62		25,813.62		27,513.00	(1,699.3	38) 93.82%
Total 92100 Principal payments	-	25,813.62		25,813.62		27,513.00	(1,699.3	93.82%
92200 Interest paid								
92201 A10		4,459.99		4,459.99		2,761.00	1,698.	99 161.54%
Total 92200 Interest paid	-	4,459.99		4,459.99		2,761.00	1,698.	99 161.54%
Total 92000 M&O Funded debt service	•	30,273.61		30,273.61		30,274.00	(0.3	9) 100.00%
94000 DEBT SERVICE FUND								
96000 Expenditures								
96100 Debt service								
96120 Principal payments								
96122 EMS Station - Masters Rd						74,615.00	(74,615.0	0.00%
96123 Iowa Colony Station - Meridiana						67,726.00	(67,726.0	0.00%
Total 96120 Principal payments	-					142,341.00	(142,341.0	0.00%
96160 Interest payments								
96162 EMS Station - Masters Rd						22,571.00	(22,571.0	0.00%
96202 A11 & A12						22,104.00	(22,104.0	0.00%
Total 96160 Interest payments	-	•				44,675.00	(44,675.0	0.00%
Total 96100 Debt service	-					187,016.00	(187,016.0	0.00%

2025

Total 96000 Expenditures
Total 94000 DEBT SERVICE FUND
Total Other Expenses
Net Other Income
Net Income

	Month of		Total		
-		Jan - Nov		Budget	% of
	November	Actual	Budget	Variance	Budget
		-	187,016.00	(187,016.00)	0.00%
	-		187,016.00	(187,016.00)	0.00%
	30,273.61	172,703.03	1,592,250.00	(1,419,546.97)	10.85%
	(15,374.11)	(157,803.53)	(1,582,210.00)	1,424,406.47	9.97%
\$	(189.954.17)	\$ (2.177.197.51)	\$ (3,988,556.00)	\$ 1,811,358.49	54.59%

# INVESTMENT REPORT, AUTHORIZATION AND REVIEW

11/30/2025 \$ 11/1/2025 Report period from Brazoria County ESD 3 Report for:

Investment Pools	Interest rate	Value at	Value at Beginning of the Period	Period	Interest earned	Net Deposits or	Value at	Value at Beginning of the Period	e Perio	ō
rating	1	Book	NAV	Market	this period	Withdrawals	Book	NAN		Market
Texas Class - Building Reserve	4.1069%	\$ 73,794.22	1	\$ 73,794.22	249.49	\$ 249.49	\$ 74,043.71		1 \$	74,043.71
Texas Class Equip & PPE	4.1069%	\$ 263,944.23	1	\$ 263,944.23	892.37	892.37	\$ 264,836.60		1 \$	264,836.60
Texas Class - Vehicle replacement	4.1069%	\$ 718,977.63	1	\$ 718,977.63	2,430.78	2,430.78	\$ 721,408.41		1 \$	721,408.41
Texas Class - EMS funds	4.1069%	\$ 2,720.67	1	\$ 2,720.67	9.20	9.20	\$ 2,729.87		1 \$	2,729.87
Texas Class - General Reserves	4.1069%	\$ 10,793,519.25	1	\$ 10,793,519.25	37,949.50	1037949.5	\$ 11,831,468.75		1 \$ 1	11,831,468.75
Texas Class - Liverpool	4.1069%	\$ 1,029.13	1	\$ 1,029.13	3,50	3.50	\$ 1,032.63		1 \$	1,032.63
Texas Class I&S tax fund	4.1069%	\$ 178,638.02	1	\$ 178,638.02	603.95	603.95	\$ 179,241.97		1 \$	179,241.97
Texas Class - Webster Bank loan funds	4.1069%	\$ 2,016,157.73	1	\$ 2,016,157.73	6,816.39	6,816.39	\$ 2,022,974.12		1 \$	2,022,974.12
TexPool - General reserve		\$ 2,333,485.82	1	\$ 2,333,485.82	7,649.76	7,649.76	\$ 2,341,135.58		1 \$	2,341,135.58
Totals	N	\$ 16,382,266.70		\$ 337,738.45	\$ 1,141.86	\$ 1,141.86	\$ 338,880.31		S	17,438,871.64

Certificates of Deposit & Money	Interest rate	Purchase	Term in	Value at Begin	Interest accrued Net Deposits or	Net Deposits or	Ledger at end	Date of	Date of
Market Accounts	anni acaiann	Value	Days	of Period	this period	this period (Withdrawals)	of period	Purchase	Maturity
Wells Fargo Operating				742,474.71	1,523.21	240,315,73 \$	\$ 982,790.44		
ells Fargo EMS collections				908,753.99					
Wells Fargo Sweep				,		146,821.85	146,821.85		
							•		
							•		
							•		
							ı		
							•		
Totals	22	•		1.651.228.70	1.747.45	(414.406.88)	1.236.871.87		

**Total Investments** 

Compliance Statement:

Review:

\$ 16,382,266.70

2,889.31 \$ (413,265.02) \$ 1,575,702.13

\$ 1,988,967.15 \$

\$ 17,438,871.64

The investments reported above for the noted period are in compliance with the investment strategy expressed in the District's Investment Policy and the Public Funds Investment Act.

This report and the District's Investment Policy are submitted to the Board for its review and to make any changes thereto as determined by the Board to be necessary and prudent for the management of District funds.

Investments Officer

## Agenda

## Item 4

## No Documentation for this Item

## Agenda Item 5



### Memo

To: Jeff Braun, Executive Director

From: Tim Welch, BCESD 3 EMS Chief 700

Date: 11/25/2025

Re: Medical Bridges Personal Protective Equipment Donation

During the COVID 19 pandemic, the Brazoria County ESD No. 3 EMS Division received numerous allotments of personal protective equipment (PPE) at no charge from SETRAC and from the Brazoria County Health Department. The distribution of personal protective equipment was facilitated by the Texas Department of Emergency Management (TDEM) throughout the State of Texas.

At the end of the pandemic, the EMS Division had a significant amount of unused PPE that could not be returned and has since expired.

There is an opportunity for the District to donate the unused PPE to Medical Bridges. Medical Bridges repurposes surplus medical supplies and equipment to provide aid to underserved communities around the world.

Previously BCESD 3 has donated expired or obsolete medical equipment to Medical Bridges rather than disposing of it as trash.

I recommend that we donate the following PPE to Medical Bridges so that it can be repurposed and used for underserved communities rather than throwing it away.

#### PPE Inventory:

Type of PPE	Packaging	Total Amount
N95 Surgical Masks	17 Bx.	17,885 ea.
K95 Masks	2 Bx.	25 ea.
Surgical Masks	15 cs. & 2 Bx.	30,100 ea.
Isolation Gowns	3 Bx.	220 ea.
Disposable Face Shields	4 Bx.	96 ea.
Chemical Goggles	1 Cs.	150 ea.
Tyvek Coveralls	2 Cs. & 1 Bx.	250 ea.
Shoe Covers	2 Bg.	200 ea.

## Agenda Item 6

## Agenda Item 6ai



## Memo

To: Jeff Braun, Executive Director

From: Tim Welch, BCESD 3 EMS Chief 7W

Date: 11/25/2025

Re: A62009 – 2016 Ford Ambulance Replacement Purchase Revision

At the July 14, 2025, Board meeting, the Board approved to move forward with the replacement of A62009 at a cost of \$331,900.

After that meeting, there was a fleet motor vehicle collision involving one of the District's ambulances which resulted in catastrophic damage to the vehicle, but the crew were uninjured. The safety features of the ambulance performed well and kept the crew safe.

Following the collision, I wanted to explore the opportunity to enhance the existing safety features and to make sure the District was getting the best value for ambulance purchases.

The Vehicle Committee was convened to look at different ambulance manufacturers to compare purchase costs, safety features, delivery time frames, and service. The committee met with Siddons & Martin and with Frazer. Siddons & Martin is a dealer for Demers, Wheeled Coach, RoadRescue and Crestline. Frazer is a sole-source dealer and manufacturer of their own ambulances. See the attached Ambulance Manufacturer Comparison.

❖ Based on feedback from the Vehicle Committee, Frazer Ltd. is the recommended ambulance manufacturer.

The Vehicle Committee also looked at different chassis options to ensure the District had the most reliable cost-efficient chassis. Factors the committee considered regarding a chassis change are the following:

- 1. The International CV515 chassis have been unreliable, repair costs 2024-2025 YTD are \$13,000. At times Holt Truck Centers cannot get parts from General Motors for repairs.
  - b) Adam Fischer, Vice-President of Sales for Frazer has acknowledged there are issues with the International trucks and several of their customers are changing chassis.

- 2. Chassis Manufacturers Dodge, Ford, and Chevrolet
  - a) Many local EMS service providers are using the Dodge 4500 chassis, Cummins diesel engine and report good reliability.
  - b) Frazer has reported that many of their International CV515 customers are converting their fleet to the Dodge 4500 chassis.
  - c) The International CV515 ambulances have a Chevrolet engine and components which have proven not to be dependable.
- 3. Chassis Type Gas versus Diesel
  - a) Gasoline Powered Chassis
    - · A gas engine would have lower operating costs as far as fuel and maintenance.
    - There would be a slight cost savings in the ambulance build as heat shielding would not be required. Heat shielding is required for diesel
    - The ambulance engine life would be limited (5 yrs.) compared to a diesel engine (10 yrs.).
    - Ford would be the best option for a gas-powered ambulance.
  - b) Diesel Powered Chassis
    - · A diesel engine does have higher operating costs as far as fuel and maintenance.
    - There is a slight cost increase in the ambulance build as heat shielding is required for the patient compartment.
    - The ambulance engine life would be 10 yrs., the life of the ambulance.
    - Dodge would be the best option for a diesel-powered ambulance because of its Cummins engine.
- Based on feedback from the Vehicle Committee as well as feedback from other EMS services, the Dodge 4500 (Cummins diesel engine) is the recommended chassis.

The previous Frazer quote approved by the board for the A62009 – 2016 Ford ambulance replacement was revised to incorporate additional safety features. The enhanced safety features will now be part of the BCESD 3 ambulance build specifications going forward. Some of the additional safety features are the following:

- Air Horns
- Ceramic Window Tint on Chassis Doors
- Low Intensity Light Mode with Photocell on Dashboard
  - This is a NHTSA and U.S. Fire Administration recommendation for on-scene operations.
- Safety Vision Total View 360
  - This puts cameras on all sides of the ambulance as well as in the cab of the vehicle and in the patient compartment.
- Valor Seat Cushions
  - These seat cushions in the patient compartment will wrap around seated patient compartment occupants which will give more protection rather than the standard Protek cushions.

The added safety features as well as some minor cabinet modifications added \$39,975 to the cost of the patient module. There will be a \$38,304 cost savings in chassis cost by moving forward with the Dodge 4500 chassis. The overall cost difference in the previously approved purchase is an additional \$671.00.

The revised purchase cost for the replacement of A62009 - 2016 Ford Ambulance:

- Revised Frazer Quote Q4859-0001: \$259,125
- Grapevine Dodge (Dodge 4500 Chassis): \$73,446
- Total Ambulance Purchase Cost: \$332,571

It is my recommendation that the District move forward with the following:

- Approve the revised ambulance purchase cost: \$332,571
- Execute a Letter of Intent with Frazer for the ambulance purchase. No
  expenditure of money will occur at the time the Letter of Intent is issued.
  Payment shall be due upon receipt of the invoice and delivery of the unit
  to the Customer unless previously negotiated.

Dealer	Ambulance Manufacturer	Purchase Costs	Delivery Time	Service
Siddons & Martin	Demers  Canada Based  Dodge 4500 Chassis	Ambulance and Chassis  • \$365,300  Does not include installation of cot retention system (powerLOAD) and customer supplied equipment	24-30 Months	<ul> <li>S&amp;M Local Service Center</li> <li>Mobile Service</li> <li>Some parts may have to be sourced from Canada</li> </ul>
Siddons & Martin	<ul> <li>Wheeled Coach - REV</li> <li>Florida Based</li> <li>Dodge 4500 Chassis</li> <li>Roof Finishing Cost Extra</li> <li>This has not been completely resolved from previous issues.</li> <li>Hoseline A/C improved</li> <li>Painting process improved</li> </ul>	Ambulance and Chassis • \$343,300  Does not include installation of cot retention system (powerLOAD) and customer supplied equipment	17-18 Months	<ul> <li>S&amp;M Local Service Center</li> <li>Mobile Service</li> </ul>
Fazer Ltd.	Frazer  Houston Based  Customer Supplied Dodge 4500 Chassis  Manufacturing Issues  Compartment door screws) were discussed with Frazer. BCESD 3 was assured that this had been corrected.  BCESD 3 encouraged Frazer to issue recall notices when manufacturing issues were identified.	Frazer	14 Months	<ul> <li>Local Manufacturing</li> <li>Mobile Service</li> </ul>

#### **Customer Quote**

11/26/2025 10:48:56 AM



**Estimate No:** Q4859-0001

Quote Date: 11/26/2025

Expiration Date: 12/31/2025

Salesperson:

TV

Payment Terms: Due on Delivery

Invoice To: 10586

Tim Welch

Brazoria County ESD #3

P. O. Box 1253 Manvel TX 77578

US

**Deliver To:** 

Tim Welch

Brazoria County ESD #3

P. O. Box 1253 Manyel TX 77578

US

Phone:713-497-4412

#### **Order Instructions:**

#### TERMS:

The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.

All ownership documentation—including the Manufacturer's Statement of Origin (MSO), Buyer's Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won't delay you from inspecting or taking delivery—but you won't receive the paperwork until payment is complete.

#### TERMS:

A progress payment for the chassis portion will be invoiced upon arrival at the dealership and is due within 30 days of the invoice date. The remaining balance will be invoiced approximately 30 days prior to vehicle completion and is due upon delivery of the completed unit, unless alternate terms have been approved in writing.

#### Policy on Customer Provided Items for Installation:

To ensure optimal performance and longevity of installed equipment, we require that all customer-provided items be new in the box, with the following exceptions: cot retention systems, Knox MedVaults, and Knox KeySecures. In the event that a used cot retention system is provided, it must be accompanied by a new floor plate, wiring harness, and mounting hardware to guarantee functionality and safety. Failure to provide new in the box items, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

All customer provided items must be at Frazer 60 days prior to the projected production start date. This allows us time to inventory and inspect all items prior to production beginning. Failure to provide the items on time, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

No.	Item	Qty	U/M:	Unit Price	Net Amount
1	MODULE	1.00	EA	\$ 258,125.00	\$ 258,125.00
	Type I 12' XT Module				
2	CHASSIS	1.00	EA	\$ 0.00	\$ 0.00
	CP Ram 4500 Diesel 4x2				

This chassis price is derived from the latest information provided by Ram. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

#### **Customer Quote**

11/26/2025 10:48:56 AM



Estimate No: Q4859-0001

Quote Date: 11/26/2025

Expiration Date: 12/31/2025

Salesperson: TV

Payment Terms: Due on Delivery

#### **Order Instructions:**

No.	Item	Qty	U/M:	Unit Price	Net Amount
3	DELIVERY	1.00	М	\$ 0.00	\$ 0.00
	Customer pick up-FOB Frazer				
4	SpecDoc	1.00	EA	\$ 0.00	\$ 0.00
	Configurable item to create the SpecDoc				
5	HGAC-NEW	1.00	EA	\$ 1,000.00	\$ 1,000.00
	Contract No. AM10-23				

#### Remit To:

 Frazer, Ltd.
 Sale Amount:
 259,125.00

 7219 Rampart Street
 Order Disc( 0.0000%):
 0.00

Surcharge: N/A Sales Tax: 0.00

Misc Charges: 0.00
Total Amount: 259,125.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



For your convenience, al	ll pricing has been itemi	zed below per quote	Q4859-0001 for Brazoria	County ESD #3
D 16 1 1			Ф	146.625.00

Base Module	\$	146,625.00
Chassis Exterior	\$	43,875.00
Module Exterior	\$	40,150.00
Chassis Interior	\$	4,700.00
Module Interior	\$	22,775.00
	Total \$	258,125.00

#### **Items included in above totals:**

ttems included in above totals:	
1. Pricing Model Year: 2025	\$
2. Type I - Truck Front End with Modular Body 12' XT Module	\$ incl
3. This is a Triple K Unit	\$ incl
Chassis Exterior:	
4. Customer Provided Chassis processing and handling fee and replacement rear window glass with sliding window	\$ 2,850.00
5. Heat Shielding for Diesel Chassis	\$ 2,350.00
6. 2 Chassis Keys Provided	\$ incl
7. Chassis Paint Layout: Keep Factory Paint Color - White	\$ incl
8. Chassis : 2026 RAM 4500, Diesel, 4x2, Regular Cab, 84" Cab to Axle, PW7 - Bright White Clear Coat	\$ incl
9. Suspension: LiquidSpring	\$ 17,825.00
10. Camera System: Dodge OEM Back-up Camera System	\$ 825.00
11. Wheel type: Factory Aluminum	\$ incl
12. Road Force Elite tire and wheel balancing	\$ incl
13. Chassis Steps: Luverne Running Boards	\$ 1,575.00
14. Grille Guard: Grille Guard with Wraparounds	\$ incl
15. Chassis Mud Flaps	\$ 525.00
16. 10" and 12" Air Horns	\$ 1,675.00
17. Manual Air Horn Air Drain Valve	\$ 700.00
18. Compressor Type: Standard	\$ 1,000.00
19. Air Horn Switching Options: Momentary	\$ 175.00
20. Ceramic Window Tint on Chassis Doors	\$ 550.00
21. Low Intensity Light Mode with Photocell on Dashboard	\$ 3,050.00
22. Disable Clear Lights in Park Light Pattern	\$ 975.00
23. Passenger's side Grille Light: Whelen M4 Red Light	\$ incl



24. Driver's side Grille Light: Whelen M4 Amber Light	\$ incl
25. Passenger's side Intersect Light: Whelen M4 Red Light	\$ incl
26. Driver's side Intersect Light: Whelen M4 Red Light	\$ incl
27. Driver Fender Light: Whelen M4 Red Light	\$ 450.00
28. Passenger Fender Light: Whelen M4 Red Light	\$ 450.00
29. "Furnish and install Safety Vision Total View 360, 7-camera system (per Quote #), including:	\$ 8,900.00

- 4112 HVR in < location>
- <size> hard drive
- UPS back-up battery
- 7"" touchscreen monitor with event button
- Passive GPS and Accelerometer
- \*Camera locations <edit as needed>:
- 1/2. Dual with Forward-facing and crew-facing
- 3. Exterior front
- 4. Exterior D/S
- 5. Exterior P/S
- 6. Exterior rear (back-up)
- 7. In-module, forward-facing

7. In-module, for ward-facing		
Chassis Exterior Subt	otal \$	43,875.00
Module Exterior:		
30. LizardSkin Thermal Coating on Module Roof - Roof Will be White	\$	incl
31. Module Paint Layout: White - Frazer White (Frazer White)	\$	incl
32. Anti-Corrosion/Weatherproof Package	\$	incl
33. No Design Package	\$	incl
34. Frazer Provided Tier 2 - Standard Graphics	\$	6,500.00
35. Conspicuity Squares with Chevrons on Entry Doors	\$	750.00
36. Conspicuity Strips with Chevrons on Compartment Doors	\$	450.00
37. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasc	o \$	300.00
38. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	\$	300.00
39. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
40. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$	375.00
41. Ground Lights: Entry Doors	\$	1,575.00
42. Shore Power: Single 30 Amp on Front Wall	\$	incl
43. Pigtail/Plug Option: Pigtail	\$	incl
44. Install Ignition Kill Switch	\$	450.00



45. Coax 1: Run coax from location 1 to Chassis	\$ incl
46. Coax 2: Run coax from location 2 to Chassis	\$ incl
47. Coax 3: Run coax from location 3 to Electrical Compartment	\$ incl
48. Coax 4: Run coax from location 4 to Electrical Compartment	\$ incl
49. Front Scene: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$ 2,900.00
50. Front Wall Light Layout: Lower 5 Lights	\$ incl
51. Front Wall Light #1: Whelen M6 Red Light	\$ incl
52. Front Wall Light #2: Whelen M6 Clear Light	\$ incl
53. Front Wall Light #3: Whelen M6 Red Light	\$ incl
54. Front Wall Light #4: Whelen M6 Clear Light	\$ incl
55. Front Wall Light #5: Whelen M6 Red Light	\$ incl
56. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$ incl
57. Front Wall Passenger Box Light: Whelen M6 Red Light	\$ incl
58. Driver Wall Front Box Light: Whelen M6 Red Light	\$ incl
59. Driver Wall Rear Box Light: Whelen M6 Red Light	\$ incl
60. Driver Wheel Well Light: Whelen M6 Red Light	\$ incl
61. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	\$ incl
62. O2 Compartment Style: Laydown O2 with Adjustable Shelf	\$ incl
63. O2 Rollers for an H Cylinder	\$ incl
64. O2 Regulator - Ship Loose	\$ 300.00
65. Electrical Compartment Style: Standard Electrical Compartment	\$ incl
66. Power Source: MEPS	\$ 21,725.00
67. Lower Storage Style: Standard Lower Storage	\$ incl
68. Compartment Above Wheel Well with No I/O Access	\$ incl
69. Dometic Self-Contained A/C: Includes Exhaust Fan and Air Deflectors	\$ incl
70. Rear Storage Compartment Style: Rear Storage with Divider and Adjustable Shelf	\$ 375.00
71. UNOC ???? - Furnish and install threshold and ramp piece to protect door rubber in D/S rear storage compartment, add lower thresholds to all applicable compartments	\$ 200.00
72. UNOC 1993 - Install customer provided modem in electrical comp, wired ignition hot, and modem antenna on module roof	\$ 275.00
73. Module Window Option: Sliding Window	\$ incl
74. Window Tint (5% VLT) on Rear and Side Entry Doors	\$ 550.00
75. Upper Rear Wall Light Layout: 3 Across	\$ incl



76. Upper Light #1: Whelen M6 Load Light	\$	incl
77. Upper Light #2: Whelen M6 Amber Light	\$	incl
78. Upper Light #3: Whelen M6 Load Light	\$	incl
79. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
80. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
81. Lower Light #3: Whelen M6 Amber Light	\$	incl
82. Lower Light #4: Whelen M6 Amber Light	\$	incl
83. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
84. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
85. Rear Backboard Options: 5" Compartment Shelf	\$	375.00
86. Lower BTTs: 2 Grote Lights on each side	\$	incl
87. Rear Bumper	\$	incl
88. Door Grabbers	\$	incl
89. License Plate Light	\$	incl
90. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
91. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
92. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
93. Passenger Scene Light Activated with Side Entry Door	\$	500.00
94. Interior Step Option: Double Step Well	\$	incl
95. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
96. Door Locks on Entry Doors and Front I/O	\$	2,250.00
Module Exterior Subtota	1 \$	40,150.00
Chassis Interior:		
97. Siren Speakers: Whelen SA 315 Speakers	\$	incl
98. Tap-2 on Primary Siren	\$	incl
99. Siren Option: Whelen C9 Siren in Console	\$	incl
100. Mic 1 on passenger's side slot 1	\$	incl
101. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
102. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$	175.00
103. Slot 2: Double Slot Switch Panel	\$	incl
104. Slot 3: Joined with 2	\$	incl
105. Slot 4: Siren 1	\$	incl
106. Slot 5: Radio Plate: 6.7 L X 2 W opening dims Item ID 2399	\$	incl



107. Slot 6: Single Blank	\$ incl
108. Kussmaul USB/USB-C at Console	\$ 375.00
109. Console Switch Layout: Primary - Secondary - Air Horn - Front Scene - Blank - Blank - Kussmaul USB/USB-C - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Blank -	\$ incl
110. New Armrest	\$ 375.00
111. Console Layout: 6-Slot Console	\$ incl
112. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$ 1,050.00
113. Rear of Console: Single Mapholder	\$ 375.00
114. Chassis Rear Wall: 2 High Glove Box Holder	\$ 300.00
115. Map Light: Light on passenger side	\$ 375.00
116. Tremco Anti-Theft System	\$ 775.00
117. UNOC 1134 - Install customer provided radio equipment:	\$ 550.00
<ul> <li>Motorola 05 radio in slot 5; battery hot ignition activated</li> <li>Reconnect to antenna on roof</li> <li>Mic on D/S of console slot 1</li> <li>Speaker on front of console</li> </ul>	
118. UNOC???? - Install customer provided RAM mount on extended MDT plate at console slot 1, front corner toward P/S	\$ 50.00
(SEE X-1563)	
119. Note to Eng - Primary - Secondary -Air Horn -Blank - USB - Rear Load - interior - Fornt Scene - D/S Scene - P/S Scene	\$ incl
120. UNOC ???? - Add Gambler Johnson cup holders	\$ 300.00
Chassis Interior Subtotal	\$ 4,700.00
Module Interior:	
121. Protek Cushions	\$ incl
122. Cobalt Blue Interior	\$ incl
123. Stainless Steel Countertops	\$ incl
124. Yellow Grab Rails	\$ 375.00
125. 5 lb. ABC Fire Extinguisher with SAE Compliant Bracket: Ship Loose with Fire Extinguisher Compliance Guidelines	\$ incl
126. 5 lb. ABC Fire Extinguisher with SAE Compliant Bracket: Ship Loose with Fire Extinguisher Compliance Guidelines	\$ 200.00
127. Note to sales - credit for fire extiguisher	\$ -200.00



128. Front I/O with Lexan Doors	\$ incl
129. Additional Shelf in the Front I/O	\$ 175.00
130. 2 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$ 300.00
131. Quad Outlet in the Front I/O	\$ incl
132. EXCEPTION TO STANDARD: Standards Compliant Module Heater Declined. Customer understands the benefits of the auxiliary patient compartment heater, and that it is a required feature to meet heating requirements in certain weather conditions. Customer has approved waiving this option and understands that not meeting these requirements will result in the unit being Compliant With Exception.	\$ incl
133. 15 Qt. Engel Fridge	\$ 1,425.00
134. Quad Outlet on the Front Wall	\$ incl
135. Quad Outlet in the Front Corner Area	\$ 300.00
136. Netting at the Front Corner Area	\$ incl
137. Customer Provided Medvault	\$ 750.00
138. UNOC 2426 - Delete module heater and switch at action wall (CPQ default for Standards compliance); customer is taking exception to this Standards requirement	\$ -1,050.00
139. UNOC 2149 - Install customer provided SSCOR portable suction unit with mounting/charging bracket on back wall of front I/O cabinet, between uni-struts, above shelf; hard wire to 12VDC, <how wired=""></how>	\$ 525.00
140. UNOC ???? - Furnish and Install half height vertical dividers on front I/O shelf 1 and 2.	\$ 500.00
Shelf 1 divided into thirds Shelf 2 divided in half	
Cut shelf liner to accomdate	
Add a bushing for cable pass through	
141. Note to ENG - Medvualt location TBD	\$ incl
142. Location 1: 8 Switch panel	\$ incl
143. Location 2: Double O2 Outlet	\$ incl
144. Location 3: Blank	\$ incl
145. Location 4: Blank	\$ incl
146. Location 6: Suction	\$ incl
147. Location 7: Quad 120 VAC	\$ incl
148. Location 8: Blank	\$ incl



149. Location 9: Thermostat	\$ incl
150. Door Lock Switch at Action Wall	\$ 225.00
151. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Blank; Blank; Blank; Blank;	\$ incl
152. Valor Seating at CPR Seat	\$ 2,350.00
153. Single CPR Seat	\$ incl
154. Cabinet Aft CPR Seat	\$ 1,425.00
155. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$ incl
156. UNOC #1198 - Furnish and install locking sharps container at CPR seat, in lieu of standard container	\$ 100.00
157. UNOC ???? - Furnish and install customer provided RAM mount on action wall counter top.	\$ incl
(SEE X-1563)	
158. Upper and Lower Stacked Linen Cabinets on the Rear Wall with Hinged Lexan Door	\$ 2,300.00
159. 120VAC Duplex Outlet in the Linen Cabinet on the Rear Wall	\$ 375.00
160. Valor Seating at Squad Bench	\$ 4,625.00
161. Two Seating Positions at the Squad Bench - 1 and 2	\$ incl
162. New Glove Box & Handrail at the Head of the Squad Bench	\$ 525.00
163. Trashcan With Lid at the Head of the Squad Bench	\$ incl
164. O2 Outlet at the Squad Bench Wall	\$ incl
165. Duplex Outlet in Squad Bench Area toward Side Entry Door	\$ 300.00
166. UNOC #1198 - Furnish and install locking sharp container at squad bench cabinet, in lieu of standard container	\$ 100.00
167. Single O2 Outlet in Ceiling Raceway	\$ 525.00
168. IV Hanger on Ceiling Raceway	\$ incl
169. Driver Side Yellow Powdercoated Ceiling Grab Rail for 12' Unit	\$ 150.00
170. IV Hanger on Squad Bench Ceiling	\$ incl
171. Rear Headknocker Options: No Clocks or Speakers	\$ incl
172. Stryker cot tower only ( no antler and bar )	\$ incl
173. Customer Provided Stryker Power-LOAD - Gen 2 (floor track, power harness, carriage and trolley)	\$ 2,575.00
174. Loncoin II Onyx Floor	\$ incl
175. Laydown O2 Cabinet	\$ incl
176. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	\$ 2,750.00
Page 7 of 13	



177. Customer Provided Items Processing Fee

	\$ 1,150.00
<b>Module Interior Subtotal</b>	\$ 22,775.00



Last edited by tvale on November 22 2025

Email this quote along with your PO to Frazer, LTD at Sales@Frazerbilt.com

#### **Remit To:**

Frazer, LTD 7219 Rampart St. Houston, Texas 77081 USA

#### **Standard Terms and Conditions**

**INVOICING AND PAYMENT TERMS:** Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

**CANCELLATION POLICY:** Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

**CHASSIS PAYMENT CONSIDERATION:** Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.



**DELIVERY TERMS:** The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

**TERMINATION FOR CAUSE:** Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

**CHANGE ORDERS:** Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

**IMPORT DUTIES AND TARIFF DISCLAIMER:** The pricing provided in this estimate is based on current market conditions as of the date of issuance and does not account for potential import duties, tariffs, or other



fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

**INDEMNIFICATION:** Customer shall fully release, indemnify, defend and hold harmless Vendor, its coventurers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials	s:
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**LIMITATIONS ON DAMAGES:** In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

**FORCE MAJEURE:** A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

**TITLE AND RISK OF LOSS:** Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

**WAIVER:** Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

**LIENS:** Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

**INSPECTION, REVIEW AND WITNESSING:** Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.



**APPLICABLE LAW AND VENUE:** The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

**OWNERSHIP OF DOCUMENTS:** Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

**INSURANCE:** Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same

**SURVIVAL:** The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

#### **Purchase Agreement**

This PURCHASE AGREEMENT made this 26 day of November, 2025 between ("Vendor")

Frazer, Ltd. located at 7219 Rampart Houston, TX 77081 - and Brazoria County ESD #3 located at 6931

Masters Rd, Manvel TX 77578 ("Customer"). WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in Q4859-0001 dated 11/26/2025 for the

#### **Chassis details**

Chassis Make: RamChassis Model: 4500

• Qty ordered: Customer Provided

total amount of \$259,125.00 (hereafter "Products"),

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

- Vendor agrees to sell and schedule pickup/delivery as described in Q4859-0001 dated 11/26/2025 and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Z5000-0001 dated 11/26/2025.
- 2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.
- 3. The Term of this Agreement shall commence on 11/26/2025 and expire 1 year from execution date or upon unit completion and acceptance, whichever is later.
- 4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this PURCHASE AGREEMENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

#### **Title Information**

Enter Exactly as it needs to appear

Owner	Lien Holder (If Applicable)			
Name:	 Name:			
Address:	Address:			

#### **Purchase Agreement Signature Page**

Brazoria County ESD #3			
Sign:			
Print:			
Title:			
Date:			
	ert Vendor Name (if applicable)*		
Title:			
Date:			
Fraze	r, Ltd.		
Sign:	the state of the s		
Print:	Adam Fischer		
Title:	Vice President, Sales & Marketing		
Data:			

LIST OF EXHIBITS:

**EXHIBIT A: Standard Terms and Conditions** 

**EXHIBIT A** 

#### **Standard Terms and Conditions**

**INVOICING AND PAYMENT TERMS:** Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

**CANCELLATION POLICY:** Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 180 days before the projected production completion date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

**CHASSIS PAYMENT CONSIDERATION:** Please note that payment for the chassis may have been issued prior to the 180-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.

**DELIVERY TERMS:** The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

**TERMINATION FOR CAUSE:** Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any requesto by Customer to change the terms or conditions of the

Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

#### IMPORT DUTIES AND TARIFF DISCLAIMER:

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Customer	Initiale	
Custoniei	muais.	

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### PRODUCT PRICING SUMMARY BASED ON CONTRACT

### **BUYBOARD #723-23 CHASSIS**

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use	e: BRAZORIA CO ESD 3		Rep: _	Dennis Thomas					
Contact:BRAD LAMMERT				Phone: 817-410-7541					
Phone/Email: BLAMMERT@BCESD3.COM				Email:_dthomas@grapevinedcj.com					
Product Description:2026 4500 CHASSIS RC 1			Date: 09	9/25/2026					
	d Series 4500 CHASSIS RC			A. Base Price:	48,479				
B. Pu Code	blished Options [Itemize each below Options	Bid Price	Code	Options	Bid Price				
DP4L64	' ·	1,975	25Z	LONESTAR DIESEL	13,085				
PW7	WHITE	NC NC	APX9	LEATHER TRIM	1,697				
AZB	HD FRONT SUSPENSION	252	CJT	DELETE CENTER SEAT	-20				
GFD	SLIDING REAR WINDOW	286	AH6	EMERGENCY SPECIAL EMM	15,92				
XAC	BACKUP CAMERA	480	A7F	BIG HORN LEVEL 2	4,845				
				4 ALUMINUM HEELS	INCL				
				Total of B. Published Options:	24,192				
C. Ur	published Options Options	Bid Price		\$= Options	= 0.0% Bid Price				
				Total of C. Unpublished Option	ns:				
D.	Pre-delivery Inspection:								
E.	Texas State Inspection:				\$				
F.	Manufacturer Destination/Delivery	:			\$				
G.	Floor Plan Interest (for in-stock and	or equipped vehicle	es):		\$				
H.	Lot Insurance (for in stock and/or e	quipped vehicles):			\$				
I.	Contract Price Adjustment:	_			\$				
J.	Additional Delivery Charge:			miles	\$375				
K.	Subtotal:				\$73,046				
L.	Quantity Ordered	x K =			\$				
M.	Trade in:								
N.	BUYBOARD Administrative Fee (\$40	00 per purchase orde	er)		\$400.00				
Ο.	TOTAL PURCHASE PRICE INCLUDING	G BUYBOARD FEE			\$73,446				

# Agenda Item 6b



## Memo

To: Jeff Braun, Executive Director

From: Tim Welch, BCESD 3 EMS Chief TW

Date: 11/25/.2025

Re: A1133748 – 2023 International Ambulance Replacement

### Introduction:

A1133748 was involved in a fleet motor vehicle crash on September 5, 2025, which severely damaged the ambulance. VFIS was notified of the crash and assigned Brett Robins, Palladin Claims Service to evaluate the damage to the vehicle.

On October 13, 2025, I received a letter from VFIS notifying me that they had completed their claim investigation and determined that the value of the damage to the vehicle exceeds 60% of the coverage limit stated in the policy Declarations.

### Statement of Problem:

A1133748, VIN: 1HTKSSWK2PH033748 has been deemed non-repairable by VFIS and must be replaced. The Agreed Value Endorsement, the loss settlement will be in the amount of \$259,242 which represents the agreed value limit of coverage.

The replacement cost for the ambulance is \$332,571 which includes the chassis and the patient module. This cost does not include the additional equipment that will need to be replaced which was deemed non-certifiable by Stryker, Ferno, and Technimount. The additional equipment that will need to be purchased will cost approximately \$55,900. Total ambulance replacement cost will be \$388,471.

Most of the medical equipment that must be replaced was not covered under VFIS Policy VFNUTR0003827-05 since it was not technically damaged. However, the equipment was deemed non-certifiable by the manufacturer.

There will be a \$129,229 deficit from the insurance settlement and the cost to replace the vehicle.

### **Proposed Solution:**

Place the order for the ambulance now to lock in 2025 pricing as well as ensure a build slot with a delivery in late 2026.

I have made Randy Parr, BCESD 3 Director of Finance, aware of the \$129,229 deficit from the insurance settlement. He indicated that there were funds available to cover the cash deficit.

### **Total Ambulance Purchase Cost:**

Grapevine Dodge: Dodge 4500 Chassis	\$73,446
Frazer: Type I 12' XT Module	\$259,125
Aftermarket Accessories	
Stryker powerLOAD (Includes 7-year service plan)	\$46,915
Technimount Safety Arm System	\$3,065
Knox MedVault Mini	\$2,123
Ferno Ventilator Mount	\$725
Sierra Wireless Modem & Accessories	\$1,363
MDT & PCR Tablet Docking Stations	\$1,709
Total Ambulance & Aftermarket Accessories	\$388,471

It is my recommendation that the District move forward with the following:

- Approve the ambulance purchase cost: \$332,571
- Approve the purchase of the aftermarket accessories: \$55,900
- Execute a Letter of Intent with Frazer for the ambulance purchase. No expenditure of money will occur at the time the Letter of Intent is issued. Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

### **Customer Quote**





**Estimate No:** Z5000-0001

11/26/2025 **Quote Date:** 

12/31/2025 **Expiration Date:** 

Salesperson:

**Payment Terms:** 

10586 Invoice To:

Brazoria County ESD #3

P. O. Box 1253 Manvel TX 77578

US

**Deliver To:** 

Tim Welch

Brazoria County ESD #3

6931 Masters Rd Manvel TX 77578

#### **Order Instructions:**

#### TERMS:

The unit will be invoiced approximately 30 days prior to vehicle completion and is due upon acceptance of the completed unit, unless alternate terms have been approved in writing.

All ownership documentation—including the Manufacturer's Statement of Origin (MSO), Buyer's Order, and delivery paperwork—will be held until full payment of all open invoices has been received. This won't delay you from inspecting or taking delivery—but you won't receive the paperwork until payment is complete

A progress payment for the chassis portion will be invoiced upon arrival at the dealership and is due within 30 days of the invoice date. The remaining balance will be invoiced approximately 30 days prior to vehicle completion and is due upon delivery of the completed unit, unless alternate terms have been approved in writing.

No.	Item	Qty	U/M:	Unit Price	Net Amount
1	MODULE	1.00	EA	\$ 258,125.00	\$ 258,125.00
	Type I 12' XT Module				
2	CHASSIS	1.00	EA	\$ 0.00	\$ 0.00
	CP Ram 4500 Diesel 4x2				

This chassis price is derived from the latest information provided by Ram. The exact pricing details will not be available until the chassis physically arrives at the dealership, at which juncture adjustments to this price may be made. In the event of any price adjustment, you will receive written notification detailing the changes.

3	DELIVERY	1.00	M	\$ 0.00	\$ 0.00
	Customer pick up-FOB Frazer				
4	SpecDoc	1.00	EA	\$ 0.00	\$ 0.00

Configurable item to create the SpecDoc

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

### **Customer Quote**

11/26/2025 10:33:09 AM



**Estimate No:** Z5000-0001

Quote Date: 11/26/2025

Expiration Date: 12/31/2025

Salesperson:

**Payment Terms:** 

### Order Instructions:

No.	Item	Qty	U/M:	Unit Price	Net Amount
5	HGAC-NEW	1.00	EA	\$ 1,000.00	\$ 1,000.00
	Contract No. AM10-23				

**Remit To:** 

Frazer, Ltd. Sale Amount: 259,125.00

7219 Rampart Street
Houston TX 77081

Order Disc( 0.0000%): 0.000

Surcharge: N/A

Sales Tax: 0.00

Misc Charges: 0.00

**Total Amount:** 259,125.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



13. Chassis Steps: Luverne Running Boards

17. Manual Air Horn Air Drain Valve

19. Air Horn Switching Options: Momentary

20. Ceramic Window Tint on Chassis Doors

22. Disable Clear Lights in Park Light Pattern

21. Low Intensity Light Mode with Photocell on Dashboard

23. Passenger's side Grille Light: Whelen M4 Red Light

18. Compressor Type: Standard

15. Chassis Mud Flaps

16. 10" and 12" Air Horns

14. Grille Guard: Grille Guard with Wraparounds

For your convenience, all pricing has been itemized below per quote Z5000-0003 for Brazoria County ESD #3				
Base Module	\$	146,625.00		
Chassis Exterior	\$	43,875.00		
Module Exterior	\$	40,150.00		
Chassis Interior	\$	4,700.00		
Module Interior	\$	22,775.00		
Total	<b>S</b>	258,125.00		
Items included in above totals:				
1. Pricing Model Year: 2025	\$			
2. Type I - Truck Front End with Modular Body 12' XT Module	\$	incl		
3. This is a Triple K Unit	\$	incl		
Chassis Exterior:				
<ol> <li>Customer Provided Chassis processing and handling fee and replacement rear window glass with sliding window</li> </ol>	\$	2,850.00		
5. Heat Shielding for Diesel Chassis	\$	2,350.00		
6. 2 Chassis Keys Provided	\$	incl		
7. Chassis Paint Layout: Keep Factory Paint Color - White	\$	incl		
8. Chassis : 2026 RAM 4500, Diesel, 4x2, Regular Cab, 84" Cab to Axle, PW7 - Bright White Clear Coat	\$	incl		
9. Suspension: LiquidSpring	\$	17,825.00		
10. Camera System: Dodge OEM Back-up Camera System	\$	825.00		
11. Wheel type: Factory Aluminum	\$	incl		
12. Road Force Elite tire and wheel balancing	\$	incl		

Page 1	 

\$

\$

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\$

1,575.00

incl

525.00

700.00

175.00

550.00

incl

3,050.00 975.00

1,000.00

1,675.00



24. Driver's side Grille Light: Whelen M4 Amber Light	\$ incl
25. Passenger's side Intersect Light: Whelen M4 Red Light	\$ incl
26. Driver's side Intersect Light: Whelen M4 Red Light	\$ incl
27. Driver Fender Light: Whelen M4 Red Light	\$ 450.00
28. Passenger Fender Light: Whelen M4 Red Light	\$ 450.00
29. "Furnish and install Safety Vision Total View 360, 7-camera system (per Quote #), including:	\$ 8,900.00

- 4112 HVR in < location>
- <size> hard drive
- UPS back-up battery
- 7"" touchscreen monitor with event button
- Passive GPS and Accelerometer
- \*Camera locations <edit as needed>:
- 1/2. Dual with Forward-facing and crew-facing
- 3. Exterior front
- 4. Exterior D/S
- 5. Exterior P/S
- 6. Exterior rear (back-up)
- 7. In-module, forward-facing

7. In-module, forward-racing		
Chassis Exterior Subtot	tal \$	43,875.00
Module Exterior:		
30. LizardSkin Thermal Coating on Module Roof - Roof Will be White	\$	incl
31. Module Paint Layout: White - Frazer White (Frazer White)	\$	incl
32. Anti-Corrosion/Weatherproof Package	\$	incl
33. No Design Package	\$	incl
34. Frazer Provided Tier 2 - Standard Graphics	\$	6,500.00
35. Conspicuity Squares with Chevrons on Entry Doors	\$	750.00
36. Conspicuity Strips with Chevrons on Compartment Doors	\$	450.00
37. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	\$	300.00
38. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	\$	300.00
39. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
40. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	\$	375.00
41. Ground Lights: Entry Doors	\$	1,575.00
42. Shore Power: Single 30 Amp on Front Wall	\$	incl
43. Pigtail/Plug Option: Pigtail	\$	incl
44. Install Ignition Kill Switch	\$	450.00



45. Coax 1: Run coax from location 1 to Chassis	\$ incl
46. Coax 2: Run coax from location 2 to Chassis	\$ incl
47. Coax 3: Run coax from location 3 to Electrical Compartment	\$ incl
48. Coax 4: Run coax from location 4 to Electrical Compartment	\$ incl
49. Front Scene: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$ 2,900.00
50. Front Wall Light Layout: Lower 5 Lights	\$ incl
51. Front Wall Light #1: Whelen M6 Red Light	\$ incl
52. Front Wall Light #2: Whelen M6 Clear Light	\$ incl
53. Front Wall Light #3: Whelen M6 Red Light	\$ incl
54. Front Wall Light #4: Whelen M6 Clear Light	\$ incl
55. Front Wall Light #5: Whelen M6 Red Light	\$ incl
56. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$ incl
57. Front Wall Passenger Box Light: Whelen M6 Red Light	\$ incl
58. Driver Wall Front Box Light: Whelen M6 Red Light	\$ incl
59. Driver Wall Rear Box Light: Whelen M6 Red Light	\$ incl
60. Driver Wheel Well Light: Whelen M6 Red Light	\$ incl
61. Side Scene Lights: Frazer Standard Whelen M9 Chrome Housing	\$ incl
62. O2 Compartment Style: Laydown O2 with Adjustable Shelf	\$ incl
63. O2 Rollers for an H Cylinder	\$ incl
64. O2 Regulator - Ship Loose	\$ 300.00
65. Electrical Compartment Style: Standard Electrical Compartment	\$ incl
66. Power Source: MEPS	\$ 21,725.00
67. Lower Storage Style: Standard Lower Storage	\$ incl
68. Compartment Above Wheel Well with No I/O Access	\$ incl
69. Dometic Self-Contained A/C: Includes Exhaust Fan and Air Deflectors	\$ incl
70. Rear Storage Compartment Style: Rear Storage with Divider and Adjustable Shelf	\$ 375.00
71. UNOC ???? - Furnish and install threshold and ramp piece to protect door rubber in D/S rear storage compartment, add lower thresholds to all applicable compartments	\$ 200.00
72. UNOC 1993 - Install customer provided modem in electrical comp, wired ignition hot, and modem antenna on module roof	\$ 275.00
73. Module Window Option: Sliding Window	\$ incl
74. Window Tint (5% VLT) on Rear and Side Entry Doors	\$ 550.00
75. Upper Rear Wall Light Layout: 3 Across	\$ incl



76. Upper Light #1: Whelen M6 Load Light	\$	incl
77. Upper Light #2: Whelen M6 Amber Light	\$	incl
78. Upper Light #3: Whelen M6 Load Light	\$	incl
79. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
80. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
81. Lower Light #3: Whelen M6 Amber Light	\$	incl
82. Lower Light #4: Whelen M6 Amber Light	\$	incl
83. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
84. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
85. Rear Backboard Options: 5" Compartment Shelf	\$	375.00
86. Lower BTTs: 2 Grote Lights on each side	\$	incl
87. Rear Bumper	\$	incl
88. Door Grabbers	\$	incl
89. License Plate Light	\$	incl
90. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
91. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
92. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
93. Passenger Scene Light Activated with Side Entry Door	\$	500.00
94. Interior Step Option: Double Step Well	\$	incl
95. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl
96. Door Locks on Entry Doors and Front I/O	\$	2,250.00
Module Exterior Subtota	1 \$	40,150.00
Chassis Interior:		
97. Siren Speakers: Whelen SA 315 Speakers	\$	incl
98. Tap-2 on Primary Siren	\$	incl
99. Siren Option: Whelen C9 Siren in Console	\$	incl
100. Mic 1 on passenger's side slot 1	\$	incl
101. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
102. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$	175.00
103. Slot 2: Double Slot Switch Panel	\$	incl
104. Slot 3: Joined with 2	\$	incl
105. Slot 4: Siren 1	\$	incl
106. Slot 5: Radio Plate: 6.7 L X 2 W opening dims Item ID 2399	\$	incl



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107. Slot 6: Single Blank	\$	incl
108. Kussmaul USB/USB-C at Console	\$	375.00
109. Console Switch Layout: Primary - Secondary - Air Horn - Front Scene - Blank Blank - Kussmaul USB/USB-C - Rear Load - Interior Lights - Side Scene (Driv Side) - Side Scene (Passenger's Side) - Blank -		incl
110. New Armrest	\$	375.00
111. Console Layout: 6-Slot Console	\$	incl
112. Floor in Front of Console: (2) Survivor Flashlights wired Failsafe	\$	1,050.00
113. Rear of Console: Single Mapholder	\$	375.00
114. Chassis Rear Wall: 2 High Glove Box Holder	\$	300.00
115. Map Light: Light on passenger side	\$	375.00
116. Tremco Anti-Theft System	\$	775.00
117. UNOC 1134 - Install customer provided radio equipment:	\$	550.00
<ul> <li>Motorola 05 radio in slot 5; battery hot ignition activated</li> <li>Reconnect to antenna on roof</li> <li>Mic on D/S of console slot 1</li> <li>Speaker on front of console</li> </ul>		
118. UNOC???? - Install customer provided RAM mount on extended MDT plate at console slot 1, front corner toward P/S	<b>\$</b>	50.00
(SEE X-1563)		
119. Note to Eng - Primary - Secondary -Air Horn -Blank - USB - Rear Load interior - Fornt Scene - D/S Scene - P/S Scene	d - \$	incl
120. UNOC ???? - Add Gambler Johnson cup holders	\$	300.00
Chassis Interior So	ubtotal \$	4,700.00
Module Interior:		
121. Protek Cushions	\$	incl
122. Cobalt Blue Interior	\$	incl
123. Stainless Steel Countertops	\$	incl
124. Yellow Grab Rails	\$	375.00
125. 5 lb. ABC Fire Extinguisher with SAE Compliant Bracket: Ship Loose with Fin Extinguisher Compliance Guidelines	re \$	incl
126. 5 lb. ABC Fire Extinguisher with SAE Compliant Bracket: Ship Loose with Fin Extinguisher Compliance Guidelines	re \$	200.00
127. Note to sales - credit for fire extiguisher	\$	-200.00



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128. Front I/O with Lexan Doors	\$	incl
129. Additional Shelf in the Front I/O	\$	175.00
130. 2 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$	300.00
131. Quad Outlet in the Front I/O	\$	incl
132. EXCEPTION TO STANDARD: Standards Compliant Module Heater Declined. Customer understands the benefits of the auxiliary patient compartment heater, and that it is a required feature to meet heating requirements in certain weather conditions. Customer has approved waiving this option and understands that not meeting these requirements will result in the unit being Compliant With Exception.	\$	incl
133. 15 Qt. Engel Fridge	\$	1,425.00
134. Quad Outlet on the Front Wall	\$	incl
135. Quad Outlet in the Front Corner Area	\$	300.00
136. Netting at the Front Corner Area	\$	incl
137. Customer Provided Medvault	\$	750.00
138. UNOC 2426 - Delete module heater and switch at action wall (CPQ default for Standards compliance); customer is taking exception to this Standards requirement	\$	-1,050.00
139. UNOC 2149 - Install customer provided SSCOR portable suction unit with mounting/charging bracket on back wall of front I/O cabinet, between uni-struts, above shelf; hard wire to 12VDC, <now wired=""></now>	\$	525.00
140. UNOC ???? - Furnish and Install half height vertical dividers on front I/O shelf 1 and 2.	\$	500.00
Shelf 1 divided into thirds Shelf 2 divided in half		
Cut shelf liner to accomdate		
Add a bushing for cable pass through		
141. Note to ENG - Medvualt location TBD	\$	incl
142. Location 1: 8 Switch panel	\$	incl
143. Location 2: Double O2 Outlet	\$	incl
144. Location 3: Blank	\$	incl
145. Location 4: Blank	\$	incl
146. Location 6: Suction	\$	incl
147. Location 7: Quad 120 VAC	\$	incl
148. Location 8: Blank	\$	incl



149. Location 9: Thermostat	\$ incl
150. Door Lock Switch at Action Wall	\$ 225.00
151. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Blank; Blank; Blank; Blank;	\$ incl
152. Valor Seating at CPR Seat	\$ 2,350.00
153. Single CPR Seat	\$ incl
154. Cabinet Aft CPR Seat	\$ 1,425.00
155. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$ incl
156. UNOC #1198 - Furnish and install locking sharps container at CPR seat, in lieu of standard container	\$ 100.00
157. UNOC ???? - Furnish and install customer provided RAM mount on action wall counter top.	\$ incl
(SEE X-1563)	
158. Upper and Lower Stacked Linen Cabinets on the Rear Wall with Hinged Lexan Door	\$ 2,300.00
159. 120VAC Duplex Outlet in the Linen Cabinet on the Rear Wall	\$ 375.00
160. Valor Seating at Squad Bench	\$ 4,625.00
161. Two Seating Positions at the Squad Bench - 1 and 2	\$ incl
162. New Glove Box & Handrail at the Head of the Squad Bench	\$ 525.00
163. Trashcan With Lid at the Head of the Squad Bench	\$ incl
164. O2 Outlet at the Squad Bench Wall	\$ incl
165. Duplex Outlet in Squad Bench Area toward Side Entry Door	\$ 300.00
166. UNOC #1198 - Furnish and install locking sharp container at squad bench cabinet, in lieu of standard container	\$ 100.00
167. Single O2 Outlet in Ceiling Raceway	\$ 525.00
168. IV Hanger on Ceiling Raceway	\$ incl
169. Driver Side Yellow Powdercoated Ceiling Grab Rail for 12' Unit	\$ 150.00
170. IV Hanger on Squad Bench Ceiling	\$ incl
171. Rear Headknocker Options: No Clocks or Speakers	\$ incl
172. Stryker cot tower only ( no antler and bar )	\$ incl
173. Customer Provided Stryker Power-LOAD - Gen 2 (floor track, power harness, carriage and trolley)	\$ 2,575.00
174. Loncoin II Onyx Floor	\$ incl
175. Laydown O2 Cabinet	\$ incl
176. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	\$ 2,750.00
Page 7 of 13	



177. Customer Provided Items Processing Fee

	\$ 1,150.00
<b>Module Interior Subtotal</b>	\$ 22,775.00



Last edited by tvale on November 22 2025

Email this quote along with your PO to Frazer, LTD at Sales@Frazerbilt.com

### **Remit To:**

Frazer, LTD 7219 Rampart St. Houston, Texas 77081 USA

### **Standard Terms and Conditions**

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**TERMINATION FOR CAUSE:** Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

**CHANGE ORDERS:** Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

MARKET VOLATILITY AND FEATURE AVAILABILITY: Frazer strives to maintain transparency and proactive communication with its customers. Due to market volatility, supply chain disruptions, or other unforeseen circumstances, certain options, brand names, materials, or features may become unavailable during the production process. In such instances, Frazer will notify the customer promptly and work collaboratively to identify and implement suitable alternatives that uphold the functionality, quality, and design standards of the product. Frazer appreciates the customer's understanding as it navigates these challenges and remains committed to delivering products that meet or exceed customer expectations.

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fees that may be imposed on goods imported from non-U.S. countries. Should such charges come into effect prior to the fulfillment of the order, these additional costs may be reflected in the final pricing. Frazer will provide timely notice of any such changes, including a detailed explanation of the impact, and will work in good faith with the customer to minimize any adverse effects. Frazer values its relationship with the customer and encourages open communication to address any questions or concerns that may arise.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

**INDEMNIFICATION:** Customer shall fully release, indemnify, defend and hold harmless Vendor, its coventurers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

<b>Customer Initial</b>	<mark>ls:</mark>
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**LIMITATIONS ON DAMAGES:** In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

**FORCE MAJEURE:** A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

**TITLE AND RISK OF LOSS:** Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

**WAIVER:** Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

**LIENS:** Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

**INSPECTION, REVIEW AND WITNESSING:** Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.



**APPLICABLE LAW AND VENUE:** The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

**OWNERSHIP OF DOCUMENTS:** Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

**INSURANCE:** Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same

**SURVIVAL:** The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

### **Purchase Agreement**

This PURCHASE AGREEMENT made this 26 day of November, 2025 between ("Vendor")

Frazer, Ltd. located at 7219 Rampart Houston, TX 77081 - and Brazoria County ESD #3 located at 6931 Masters Rd, Manvel TX 77578 ("Customer"). WHEREAS, Vendor desires to sell and Customer desires to purchase certain products, and/or services more specifically described in Z5000-0001 dated 11/26/2025 for the total amount of \$259,125.00 (hereafter "Products"),

#### Chassis details

Chassis Make: RamChassis Model: 4500

Qty ordered: Customer Provided

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

- Vendor agrees to sell and schedule pickup/delivery as described in Z5000-0001 dated 11/26/2025 and Customer shall purchase from Vendor, the Products for the prices as set forth in detail on Z5000-0001 dated 11/26/2025.
- 2. The sale of the Products is governed by the terms and conditions set forth on Exhibit A, which is attached hereto and made a part hereof.
- 3. The Term of this Agreement shall commence on 11/26/2025 and expire 1 year from execution date or upon unit completion and acceptance, whichever is later.
- 4. If the parties have entered into any additional covenants, promises, terms and conditions not otherwise specified herein or in any schedule or Exhibit hereto, said special provisions shall be set forth in Exhibit A. If there shall be any conflict within the provisions of this Agreement, the following order of priority shall apply: this PURCHASE AGREEMENT, Exhibit A, Customer's purchase order, Vendor's invoice.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

### **Title Information**

Enter Exactly as it needs to appear

Owner	Lien Holder (If Applicable)	
Name:	 Name:	
Address:	Address:	

### **Purchase Agreement Signature Page**

Brazoria County ESD #3				
Sign:				
Print:				
Title:				
Date:				
*Inse	rt Vendor Name (if applicable)*			
Sign:				
Print:				
Title:				
Date:				
Fraze	r, Ltd.			
Sign:				
Print:	Adam Fischer			
Title:	Vice President, Sales & Marketing			
Data:				

LIST OF EXHIBITS:

**EXHIBIT A: Standard Terms and Conditions** 

**EXHIBIT A** 

### **Standard Terms and Conditions**

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Customer	Initiale	
Custoniei	muais.	

**LIMITATIONS ON DAMAGES:** In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

**FORCE MAJEURE**: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

**TITLE AND RISK OF LOSS:** Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

**WAIVER:** Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

**LIENS:** Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

**INSPECTION, REVIEW AND WITNESSING:** Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

**APPLICABLE LAW AND VENUE:** The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

**OWNERSHIP OF DOCUMENTS:** Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

**INSURANCE:** Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

**SURVIVAL:** The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

### PRODUCT PRICING SUMMARY BASED ON CONTRACT

### **BUYBOARD #723-23 CHASSIS**

Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use	e: BRAZORIA CO ESD 3		Rep: _	Dennis Thomas				
Contact:BRAD LAMMERT			Phone:	Phone: 817-410-7541				
Phone/Email: BLAMMERT@BCESD3.COM Email: <u>dthomas@grapevinedcj.com</u>								
Product Description:2026 4500 CHASSIS RC 1			Date: 09	9/25/2026				
A. Bid Series 4500 CHASSIS RC				A. Base Price:	48,479			
B. Pu Code	blished Options [Itemize each below Options	Bid Price	Code	Options	Bid Price			
DP4L64	' ·	1,975	25Z	LONESTAR DIESEL	13,085			
PW7	WHITE	NC NC	APX9	LEATHER TRIM	1,697			
AZB	HD FRONT SUSPENSION	252	CJT	DELETE CENTER SEAT	-20			
GFD	SLIDING REAR WINDOW	286	AH6	EMERGENCY SPECIAL EMM	15,92			
XAC	BACKUP CAMERA	480	A7F	BIG HORN LEVEL 2	4,845			
				4 ALUMINUM HEELS	INCL			
				Total of B. Published Options:	24,192			
C. Ur	. Unpublished Options \$=  Options Bid Price Options			= 0.0% Bid Price				
				Total of C. Unpublished Option	ns:			
D.	Pre-delivery Inspection:							
E.	Texas State Inspection:				\$			
F.	Manufacturer Destination/Delivery	:			\$			
G.	Floor Plan Interest (for in-stock and	or equipped vehicle	es):		\$			
H.	Lot Insurance (for in stock and/or e	quipped vehicles):			\$			
I.	Contract Price Adjustment:	_			\$			
J.	Additional Delivery Charge:			miles	\$375			
K.	Subtotal:				\$73,046			
L.	Quantity Ordered	x K =			\$			
M.	Trade in:							
N.	BUYBOARD Administrative Fee (\$40	00 per purchase orde	er)		\$400.00			
Ο.	TOTAL PURCHASE PRICE INCLUDING	G BUYBOARD FEE			\$73,446			

### **stryker**

### PowerLoad and Service (7 years, OCT 2025)

Quote Number: 11201360 Remit to: Stryker Sales, LLC

21343 NETWORK PLACE CHICAGO IL 60673-1213

tim.garza@stryker.com

USA

Version:

Prepared For: BRAZORIA COUNTY EMER SVCS DISTRICT 3

Rep: Tim Garza

Email:
Phone Number:

 Quote Date:
 10/22/2025

 Expiration Date:
 01/20/2026

 Contract Start:
 10/22/2025

Contract End:

Attn:

10/21/2026

Delivery Address		Sold To - Shipping		Bill To Account
Name:	BRAZORIA COUNTY EMER SVCS DISTRICT 3	Name:	BRAZORIA COUNTY EMER SVCS DISTRICT 3	Name:
Account #:	20036179	Account #:	20036179	Account #:
Address:	6931 MASTERS RD	Address:	6931 MASTERS RD	Address:
	MANVEL		MANVEL	
	Texas 77578-4782		Texas 77578-4782	

### **Equipment Products:**

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	\$33,280.08	\$33,280.08
			Equipment Total:		\$33,280.08

### **Trade In Credit:**

Product	Description	Qtv	Credit Ea.	Total Credit
1100001	Description	Q.Ly	Orcuit La.	Total Orcalt

### **ProCare Products:**

#	Product	Description	Qty	Sell Price	Total
2.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD	1	\$13,219.20	\$13,219.20
		10/23/2025 - 10/22/2031			
		Parts, Labor, Travel Preventative Maintenance Batteries Service			
		ProC	are Total:		\$13,219.20

### **stryker**

### PowerLoad and Service (7 years, OCT 2025)

Quote Number: 11201360 Remit to: Stryker Sales, LLC

21343 NETWORK PLACE CHICAGO IL 60673-1213

USA

Tim Garza

Version: 1

Prepared For: BRAZORIA COUNTY EMER SVCS DISTRICT 3

Email: tim.garza@stryker.com

Phone Number:

Rep:

 Quote Date:
 10/22/2025

 Expiration Date:
 01/20/2026

 Contract Start:
 10/22/2025

Attn:

10/21/2026

**Price Totals:** 

Contract End:

Estimated Sales Tax (0.000%): \$0.00
Shipping and Handling: \$416.00
Grand Total: \$46,915.28

Prices: In effect for 30 days

Terms: Net 30 Days

### Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

### **Terms and Conditions:**

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at <a href="https://techweb.stryker.com/Terms\_Conditions/index.html">https://techweb.stryker.com/Terms\_Conditions/index.html</a>.



Quote # QUO-003797

### **Technimount System LLC**

3505 Lake Lynda Drive, suite 200 Orlando (Florida) 32817 United States +1.581.700.6735 www.technimount.com

Bill To

### **Brazoria County ESD #3**

Attn: Accounts
Brad Lammert
PO Box 1253
Manvel Texas 77578
united states
Carrier #:

EIN #: 27-0096232

Date: 2025/10/20

Expiry Date : 2025/12/04

Salesperson : Sébastien Giguère

#	Item & Description	Details	Quantity	Unit Price	Amount
Con	nplete Safety Arm System				
1	100-20-UN Standard Surface Base	Surface mounting system (Screws not included)	1.00 un	860.00	860.00
2	400-20-UN Safety Arm - Straight - Right Side ( patient's leg)	for Stryker and Ferno stretchers - Includes hardware for Standard Base Installation	1.00 un	1,045.00	1,045.00
3	570-10-PRO2 PP2 Clamp Block - Right Side (patient's leg)	For Stryker Power-Pro 2	1.00 un	1,160.00	1,160.00
Disc	count				
4	DISC-INT Discount	According to volume purchase	1.00 un	-100.00	-100.00
Ship	oping & handling (customs fees inc	luded)			
5	SHIP100 Freight / Shipping and Handling Fees	Applied on orders between \$2,500 and \$5,000	1.00 un	100.00	100.00
			Sub Total		3,065.00
			Total		\$3,065.00

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We look forward to welcoming you as a customer

Currency: USD

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#### PURCHASING TERMS AND CONDITIONS

The parties agree as follows:

1. ACCEPTATION. This quotation constitutes an offer from Technimount System LLC hereafter named the "Seller", for the sale to the original purchaser ("Buyer") of the product described in this specification. The acceptance of such an offer is explicitly limited to the terms of this quote, including these terms and conditions. Acceptance will thus be limited to the present quotation, notwithstanding any written or oral contradictory statement made by the Seller or by any representative or employee of the Seller or the acknowledgment of receipt by the Seller of any purchase order, specification or other document issued by the Buyer. Any such document, whatever it may be, shall in no case apply to any sale made in accordance with this proposition, and shall not be enforceable, whatsoever, for the Seller.

Acceptance of this quote by the Buyer will constitute an agreement between the Seller and the Buyer (In addition to the terms and conditions on the purchase order, the terms of which are explicitly limited to the provisions of this specification, which include these terms and conditions). No waiver of any provision of this quotation, any change or modification thereof, shall be enforceable by the Seller unless such waiver, or such change is made in writing and expressly states that this is a waiver of these terms and conditions or a change or modification thereof, signed by an authorized representative of the Seller. In case of cancellation of this order from the Buyer after fifteen (15) days after the Seller has confirmed the terms, a ten percent (10%) fee on the order quoted price (before taxes) will be charged to the Buyer.

2. PRICES AND TAXES. The price set for in this quotation ("Unit Price"), if not otherwise specified, are in United States Dollars. The aforementioned quote is valid for 45 days from the date of it's preparation as shown on the official document (QUO-XXXXXXX). Nothing set forth in Buyer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by the Seller prior to the Purchase Order.

The prices are exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by the Buyer in addition to the Price. If any payment by the Buyer is subject to withholding tax, the Buyer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount as is necessary to ensure that the Seller receives the same amount it would have received if there had been no withholding. Buyer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Tax.

3. PAYMENT TERMS. Unless otherwise stipulated in the quotation, the Buyer's payment will be due thirty (30) days after the date of shipment on the corresponding Seller's invoice, or at the moment of shipment of the goods, according to the status of Reseller. Any amount due hereunder that remains outstanding after this date will be subject to a late fee of (a) two percent (2%) per month compounded monthly, or (b) the maximum rate permitted by law, and to charge Buyer for any collection or litigation expenses, including reasonable attorney's fees incurred by the Seller in the collection of late payment. In addition to any remedies under law, The Seller may at its sole discretion suspend future deliveries or services until all delinquent payments due are received.

The Seller may require an advance payment or milestone payments prior to begin fulfilment of the Purchase Order. The Seller may require the Buyer to obtain a letter of credit. All payments hereunder shall be paid without any deductions, set-off, or counterclaims including for any Taxes.

- 4. **DELIVERY AND RISK OF LOSS.** Unless otherwise stated in the purchase quotation, the Seller shall deliver the Goods FOB Origin, and title to and risk of loss of the Goods will pass to the Buyer at the moment of shipment by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.
- 5. **DISCLAIMER OF WARRANTY.** The Seller warrants to the Buyer of the product with which this Limited Warranty is included that the product will be free from defects in workmanship and materials under normal use for a period of one (1) year from the date that the product was purchased ("Warranty Period"). During the Warranty Period the product will be repaired or replaced ("Limited Warranty") without any additional charge to the buyer for either parts or labor. The parts may be repaired or replaced with either new or refurbished parts, the product may be replaced for a new or refurbished product. For this Limited Warranty "refurbished" entails parts and products which have been returned to factory specifications. If the product is repaired or replaced within the Warranty Period, the greater of the remaining warranty period will apply or three (3) months from the date of repair /replacement. If the product is repaired or replaced after the Warranty Period has expired, the Warranty Period for the repair or replacement will expire three (3) months after the date of repair or replacement.

The Limited Warranty does not apply to normal wear that should results from normal use and does not apply when the product is opened or repaired by someone not authorized by Seller and does not cover the repair or replacement of any product or part thereof that is damaged by: misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions for use supplied with the product, neglect or misapplication. The Limited Warranty does not cover physical damage to the surface of the product, and color difference between same type of product, or softness of mechanisms+.

- 6. **LIMITATION OF LIABILITY.** The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving reason for a claim or cause of action.
- 7. CONSEQUENTIAL DAMAGES; Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, Seller and Buyer waive all claims against each other (and against each other's parent company, affiliates, contractors, subcontractors, consultants, agents and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages (including but not limited to, loss of actual or anticipated profits, revenues or product; or loss of use), and regardless of whether any such claim arises out of breach of contract, tort, product liability, indemnity, contribution, strict liability or any other legal theory. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S CUMULATIVE LIABILITY TO BUYER EXCEED THE PRICE FOR THE PRODUCT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

PURPOSE OF THE GOODS. The items are defined as any type of mounting, poles, carts, bracket system for clipping and attaching medical devices and their equipment. It is strictly manufactured to fill this purpose; all other use of the system will void the warranty, if applicable and will not involve liability of the seller, on any form of the claim and may not be adapted or modified for other use. The Seller declares that its products and services are provided compliant to the applicable federal and provincial law and standards, including labor law. The Buyer will have the responsibility to determine and confirm the use of the mounting systems in accordance with its purpose, and to conform to the applicable federal and provincial law and standards regarding the distribution and use of the products with respect to the forementioned and will obtain all permits and accreditations required to use and install the products. Any modification of the product will void the warranty of the product.

The Buyer shall indemnify and hold harmless the Seller and its affiliates, officers, directors, stockholders, agents and employees against any and all liability, damages, costs and expenses, including without limitation reasonable attorneys' fees, which the Seller may incur, suffer, become liable for, or which may be asserted or claimed against the Seller arising out of any material, bodily or moral injury caused to any person, and resulting from any use of the Products, other than the uses for which such Products have been designed and engineered for, in accordance with the terms contained in the Agreement hereof.

 RETURNS AND DAMAGED MERCHANDISE: The Seller customer service department must approve any merchandise return and will provide a Return Material Authorization (RMA) number to be printed on any returned merchandise. The Seller reserves the right to charge shipping and restocking fees on returned items. SPECIAL, MODIFIED, OR DISCONTINUED ITEMS ARE NOT SUBJECT TO RETURN.

ICC Regulations require that claims for damaged merchandise must be made with the carrier within fifteen (15) days of receipt of merchandise. DO NOT ACCEPT DAMAGED SHIPMENTS UNLESS SUCH DAMAGE IS NOTED ON THE DELIVERY RECEIPT AT THE TIME OF RECEIPT. Upon prompt notification, the Seller will file a freight claim with the appropriate carrier for damages incurred. Claim will be limited in the amount for actual replacement costs. In the event that this information is not received by the Seller within fifteen (15) days period following the delivery of the merchandise, or the damage was not noted on the delivery receipt at the time of receipt, the buyer will be responsible for payment of the original invoice in full.

#### **RETURN POLICY**

Mounting systems and bracket systems for portable medical devices may be returned up to 60 days of receipt if:

- The product is not what was originally ordered
- The product does not meet specifications with TECHNIMOUNT's technical sheets according to the customer
- The product is not compatible with the equipment on which it was to be installed

#### PRIOR TO 30 DAYS

- Product must be undamaged and in its original packaging
- The product return request must be provided in writing and it must be approved by TECHNIMOUNT prior to returning the product
- Returns will not be approved on a modified or damaged item
- Charges may apply if damaged or missing item
- Customer is responsible for a 10% restocking fee

#### PRIOR TO 45 DAYS

- Product must be unused, undamaged and in its original packaging
- The product return request must be provided in writing and it must be approved by TECHNIMOUNT prior to returning the product
- Returns will not be approved on modified or damaged item
- Charges may apply if damaged or missing items
- Customer is responsible for a 25% restocking fee

#### PRIOR TO 60 DAYS

- Product must be unused, undamaged and in its original packaging
- The product return request must be provided in writing and it must be approved by TECHNIMOUNT prior to returning the product
- Returns will not be approved on a modified or damaged item
- Charges may apply if damaged or missing items
- Customer is responsible for a 30% restocking fee

### Return authorization

Technimount customer service department must approve any merchandise return and will provide an authorization number to be printed on any returned merchandise. Technimount reserves the right to charge shipping and restocking fees on returned items. SPECIAL, MODIFIED, OR DISCONTINUED ITEMS NOT SUBJECT TO RETURN. You will need to complete an <a href="mailto:RMA">RMA</a> form and return the completed form to our Customer Service Department at <a href="mailto:customerservice@technimount.com">customerservice@technimount.com</a>; and obtain a Return Material Authorization (RMA) number which must accompany all returned items.

- 10. **DELIVERY DELAYS**: The Seller will not be responsible for any delivery delays for any part of the equipment if the cause of such delay is beyond its control. The Seller will not be responsible for any delivery delays caused by the Buyer's failure to provide the necessary information in a timely manner. In the event of a delay, the date of shipment herein will be extended by a period equal to the time lost due to such delay. When such a delay occurs, the Seller can reasonably distribute the available equipment among its customers, showing fairness. The delivery dates stated in this quotation are approximate only, and the Seller could notify the buyer of foreseen delivery delay when applicable and delay agreements can be made, the Seller will not be held responsible for any delivery made within a reasonable period of time after the above dates, which will not constitute a breach of the contract.
  - Any change of delivery terms initiated by the Buyer that generates a delivery delay of more than six (6) months from the original planed delivery date will constitute a new purchase order for the impacted products and is subject to Unit price change to the appropriate pricing.
- 11. FORCE MAJEURE: The Seller shall not be held responsible or shall not be held liable for delay in the performance of its obligations under the Agreement due to strikes, lockouts, riots, floods, fires, lightning, acts of God or any cause beyond the control of the party, including but not limited to interruptions or ship-holds of or by manufacturers, or interruptions of telephone, or internet service, but only to the extent that such delay is attributable to such an event.
- 12. LIMITATION OF ACTIONS. No action arising out of, or relating to, this quotation or the transactions it contemplates may be commenced against the Seller more than ten (10) days after the basis for such claim could reasonably have been discovered.
- 13. SECURITY INTEREST: The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this quotation and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall sign and deliver to Seller any document to perfect this security interest that Seller reasonably requests.
- 14. GOVERNING LAW AND DESIGNATION OF FORUM: (a) The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.
  - (b) A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of Florida sitting in judicial district of Florida. Each party to this agreement consents to the exclusive jurisdiction of the court of the State of Florida sitting in judicial district of Florida and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this agreement or the transactions it contemplates.
- 15. **ASSIGNMENT DELEGATION**: The Buyer may not assign any of its rights under this quotation or delegate another party under this quotation, except with the prior written consent of the Seller. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 16. **RECOVERY OF EXPENSES:** In any adversarial proceedings between the parties arising out of this quotation or the transactions, it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.
- 17. **ENTIRE QUOTATION**: This quotation constitutes the entire quotation between the parties with respect to the subject matter of this quotation and supersedes all other quotations, whether written or oral, between the parties. In case of multiple quotation, the last one into our system will be considered as the valid quotation in reference to terms and conditions.
- 18. SEVERABILITY: If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.
- 19. AMENDMENTS: No amendment to this guotation will be effective unless it is in writing and signed by both parties.
- 20. EFFECTIVENESS: These conditions will be considered accepted upon receipt of the purchase order or payment. This agreement does not require any signature from the Buyer or the Seller.



**United States** 

**Quote# QT-KA-69858** 



QUOTED TO:

CUS00572641 BRAZORIA CO ESD #3 PO BOX 1253 MANVEL TX 77578 UNITED STATES BRAZORIA SHIP TO:

BRAZORIA CO ESD #3 6931 MASTERS RD MANVEL TX 77578-4782 UNITED STATES BRAZORIA

Valid Through	Sales Rep	Terms	PO#	Shipping Method
4/19/2026	Eric Rohleder	N30 - Net 30		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount	
5240	MedVault® 2.75 Mini, MECHANICAL OVERRIDE, WIFI STD, RECESSED	1	EA	\$2087.00	\$2087.00	
Installation Address: Primary System Code Role: PS-11-0817-02-20-EMS01						

**Subtotal** \$2087.00

Tax Amount \$0.00

Shipping and Handling \$36.00

Total \$2123.00

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#### TERMS AND CONDITIONS

All pricing is subject to change and is based on the stated quantity shipping all at one time. All shipping and handling fees, if provided, are estimates based on ground service to the "SHIP TO" address shown above. Knox will provide you a firm cost for shipping and handling fees when your order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

After your order is shipped, items on the order can be returned to Knox for a refund, or credit, of the product price less a 25% restocking fee IF: 1) a request to return the product is received within 90 days of the order's invoice date, 2) the product(s) are in new condition [have not been used, installed, or modified] and 3) the order's invoice has been paid in full. Before shipping products or equipment for return or exchange, you must obtain a Return Authorization Number. Call 800-552-5669 for an Authorization number.

SALES TAX DISCLAIMER: Knox collects sales tax as mandated by local laws, based on an order's delivery address, in all US and Canadian jurisdictions. If you are sales tax exempt, please provide a valid sales tax exemption certificate at the time the order is placed or quoted. Knox will charge sales tax if no sales tax exemption is received within 48 hours after the order is placed.





#### **Quote Prepared For Our Valued Customer:**

#### **Brazoria Co ESD #3**

Account ID:		Quote #: 29014		
Customer Contact:	Billing Address:	Ship	ping Address:	
Brad Lammert (409) 377-4490	Brazoria Co ESD #3 PO Box 1253 Manvel, TX	6931	oria Co ESD #3 L Masters Rd vel, TX 77578	3
blammert@bcesd3.com	77578	Wan	vei, 1 × 77576	
Valid Until: Dec 31, 2025	Strategic Acct M	lanager:		
Your Sales Representat	ive is: Michael Clements	Your Customer Service	Contact is: Sa	m Johnson
m.clements@ferno.com	, 737-349-0300	s.johnson@ferno.com,	(877) 733-0911	
ltem #	Product		Qty	Total Price
0880201	ZOLL VENTILATOR/ASPIRATOR VENTILATOR/ASPIRATOR UPC	UPC ZOLL	1	\$ 724.50
Hard Copy PO Required?	Yes No	Sub	total: \$ 724.50	
			- 4000	
Approval:		Sale	s Tax: \$ 0.00	
Approval:Printed Name	Signature	Ship	ping: \$ 0.00	
Printed Name		Ship	•	50



#### **Industrial Networking Solutions**

3321 Essex Dr, Richardson, TX 75082 Phone: 972-248-7466 Fax: 972-248-9533 www.industrialnetworking.com

#### Quote

Date	Quote #
11/25/2025	INS-244171

Page 1 of 2

То:	Phone#:
Brazoria County ESD 3: Tim Welch	(281) 519-8779

#### E-mail:

#### twelch@bcesd3.com

	Term	s		Ship Via	Valid Until	Sal	les Rep
Net 30					12/25/2025	Pompa, Be	njamin
			Project Nan	ne / Number		Inside	Sales Rep
						Zaragoza, \	/aleria
Line	Model / Part#	Qty.		Description	Lead Time	Price/ea.	Extended
1	MP70-LTEA-PRO- WIFI-NA-DC	1	FirstNet Ready Router for Nort Includes DC Pt GPS Receiver, Ethernet Port, x USB Port, SN Antenna Conne Antenna Conne Connection, 5x	AirLink MP70 LTEA PRO Advanced Cellular Mobile America [Verizon, AT&T]. Aver Cable, 1 x Precision 4 x 10/100/1000 Base TX 1 x RS232 Serial Port, and MA(F) Primary Cellular ection, SMA(F) Rx Diversity ection, SMA(F) GPS Antenra Configurable I/O, 7-36 VDC Manufacturer Part Number	na	989.10	989.10
2	AP-MF5G-C2W2G -Q-B1	1	Antenna, 2x Ce WiFi (SMA-Fer (FME-Female)	nect MULTIMAX 5G 5-in-1 ellular/LTE (SMA-Male), 2x nale) & GNSS , 1-FT Cabling, Bolt Mount, arness Sold Separately.	3-5 Days ARO	193.71	193.71
3	CH-C2W2G-1-2-1- 14	1	5-in-1 Antenna	nect Cable Harness for s, 2x Cellular (SMA), 2x Wil GNSS (SMA), 14-FT Cablin		166.83	166.83
4	GW.05.0153	1	Taoglas Dual-E Mount Monopo Hinged Connec	Band WiFi 2.4/5 GHzTermina le Antenna. RP-SMA(M) ctor.	al INS Stock	12.77	12.77
				110			



#### **Industrial Networking Solutions**

3321 Essex Dr, Richardson, TX 75082

Phone: 972-248-7466 Fax: 972-248-9533

www.industrialnetworking.com

Date	Quote #
11/25/2025	INS-244171

Page 2 of 2

	Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended
Г							

	Total	\$1,362.41
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Pricing is in US Dollars. Non-freight collect shipping charges will be prepaid and added to the invoice. Pre-pay and add freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Shipping terms are FOB Origin. Sales tax is calculated for shipments to all states with the exception of RI and VT. Customers located in RI and VT are responsible for direct payment of all sales/use taxes that may be applicable in their state. The provided estimate is based on current market conditions and pricing. Please note that unforeseen changes in tariffs, taxes, or other regulatory measures may impact the final cost. Such changes will be passed through to the customer. We will notify you promptly if any adjustments are necessary. Purchaser acknowledges that the items contained in this shipment may be controlled by the U.S. Government and authorized for export only to the country of shipment for use by the purchaser. The items may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than purchaser, either in their original form or after being incorporated into other items, without first obtaining any approvals required under U.S. law and regulations. By accepting this order, purchaser confirms that it will not resell, transfer, or otherwise dispose of the items contained herein in any manner that foreseeably would cause [INS] to be in violation of applicable export control or sanctions laws or regulations.

Returns, if authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee. Please review our product support policy at: http://www.industrialnetworking.com/Support-Policy

For purchases using a credit card, a 3.5% processing fee will be added to the charges. If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 7% processing fee will be applied. If any balance of the invoice remains unpaid after the Due Date, late fees of 2% per month may be added to the balance of the invoice, without additional notice to the customer, until such late balance is paid.







#### Dear Valued Customer Chief Timothy Welch,

Thank you for your Quote Request from Tough Rugged Laptops a Rugged Computing, Inc. Company. To view all details, edit or accept this proposal visit My Quote in your dashboard by <u>logging into your account</u>.

For questions, please call us at 800-441-9165. Our hours are 5AM - 5PM Pacific Standard Time Monday-Friday.

For our Terms and Conditions please click <u>here</u>

Thank you for your trust.

#### Your Quote #Q2025.00008201 (Valid Until Jan 24, 2026)

Billing Address	Shipping Address
Chief Timothy Welch	Chief Timothy Welch
Brazoria County Emergency Services District No. 3	Brazoria County Emergency Services District No. 3
6931 Masters Rd	6931 Masters Rd
Manvel, Texas, 77578	Manvel, Texas, 77578
T: 713) 497-4412	T: 713) 497-4412

Shipping Method: United Parcel Service - UPS Ground

Items		Qty		Quoted Price	Row Total
Tico.	Gamber-Johnson Vehicle Docking Station for the Panasonic FZ-G1 and FZ-G2 tablet computer	1	-	\$599.00	\$599.00
	SKU: 7160-0487-00-P				
	RAM-101U-2461	1	-	\$44.99	\$44.99
1	SKU: RAM-101U-2461				
1	Gamber-Johnson laptop vehicle dock (no pass) for the Panasonic CF-20 GJ-20LVD0V2 w/out Power Adapter	1	-	\$999.00	\$999.00
The same of	SKU: GJ-20LVD0V2				
				Subtotal	\$1,642.99
		Shi	ppin	g & Handling	\$65.11
				Grand Total	\$1,708.10

We encourage you to price/availability shop, as we have the lowest prices, significantly lower than our competitors and superior availability.

Tough Rugged Laptops a Rugged Computing, Inc. Company 1251 Manassero Suite 401 Anaheim, CA 92807 If you have any questions, please call us at 800-441-9165 or visit us at <a href="https://www.ToughRuggedLaptops.com">www.ToughRuggedLaptops.com</a>

# Agenda Item 7



### Memo

To: Jeff Braun, Executive Director

From: Tim Welch, BCESD 3 EMS Chief TW

Randall Parr, Finance Director

Date: 11/22/2025

Re: EMS Billing Fee Increase

The Brazoria County ESD No. 3 EMS Division has not increased EMS billing fees since 2020. Over the past five years there has been a significant increase in operating costs which include Operation salaries & benefits, Fleet operations, and medical supplies. There has been a consistent ten to fifteen percent cost increase in medical supplies year-over-year for the past five years.

The EMS Division has expanded its clinical capabilities by adding a pre-hospital blood program, advanced diagnostic capabilities for the field supervisors as well as new medications and treatment modalities. The expanded clinical capabilities, new medications and new treatment modalities have all been added with no increase in billing fees.

The fee schedule below represents current billing rates as well as a projection of either a ten percent or fifteen percent billing fee increase:

HCPCS	Bill Name	Effective Date	Cost
A0425	ALS Emergency Mileage	2/1/2020	\$18.00
A0398	ALS Supplies - Routine Disposable	6/1/2018	\$150.00
A0427	ALS1 Emergency Base Rate	2/1/2020	\$1,950.00
A0433	ALS2 Base Rate	2/1/2020	\$2,850.00
A0429	BLS Emergency Base Rate	2/1/2020	\$1,250.00
A0425	BLS Emergency Mileage	2/1/2020	\$18.00
A0382	BLS Supplies - Routine Disposable	6/1/2018	\$75.00
A0422	Oxygen, Administration, & Supplies	2/1/2020	\$150.00
A0434	SCT Emergency Base Rate	2/1/2020	\$3,400.00
A0998	Treatment / No-Transport / Air Medical	12/1/2023	\$1,850.00
A0998	Treatment / No-Transport	12/1/2023	\$400.00

PROP	OSED
10% Increase	15% Increase
\$19.80	\$20.70
\$165.00	\$172.50
\$2,145.00	\$2,242.50
\$3,135.00	\$3,277.50
\$1,375.00	\$1,437.50
\$19.80	\$20.70
\$82.50	\$86.25
\$165.00	\$172.50
\$3,740.00	\$3,910.00
\$2,035.00	\$2,127.50
\$440.00	\$460.00

We recommend that the Board consider a fifteen percent billing fee increase. The fifteen percent increase would equate to a 3% increase (\$58.50) per year over the past 5 years. This fee increase would help offset operating costs and improve billing revenue.

# Agenda Item 8



## MEMO

To: BCESD 3 Board of Commissioners

From: Jeff D. Braun, Executive Director APP

Date: December 4, 2025

Re: Architectural Agreement for Rodeo Palms

The Building Committee met on October 6, 2025, to review an updated program for the Rodeo Palms Fire Station. At that meeting, a directive was given to David Slattery to program the station with 3-bays but lowering the cost from an estimated \$10.4 million which had been previously presented. The Building Committee asked David Slattery to attempt to keep the total project cost under \$10 million. In doing so, it was suggested that Slattery Tackett Architects explore alternative building systems such as pre-engineered metal building or concrete.

One of the three attachments to this memo is the revised building program which shows the 3-bay scheme with a somewhat smaller cost/square foot and a smaller project contingency. The resulting project budget is just under the \$10,000,000 directive. The attached program also includes a column that shows the costs of the lowa Colony Station for comparison. The actual final cost of construction is shown with an inflation markup to represent today's dollars. Please note that soft costs are not marked up (inflation) and no contingency dollars are added.

Attached is the proposed Owner-Architect Agreement and also a Benchmark Schedule. John Peeler is reviewing the agreement over the weekend. Assuming that Mr. Peeler approves of the form of the agreement, it is my recommendation that the Board approve entering into the Owner-Architect Agreement.

www.bcesd3.com

# Agenda Item 8a

#### Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Eighth day of December in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner: (Name, legal status, address and other information)

Brazoria County Emergency Services District No. 3 6931 Masters Manvel, TX 77578 (281) 519-8779

and the Architect: (Name, legal status, address and other information)

Slattery Tackett Architects, LLP 730 North Post Oak Rd. Suite 200 Houston, TX 77024 713-521-0591

for the following Project: (Name, location and detailed description)

BCESD 3 Rodeo Palms Fire Station Rodeo Palms Pkwy. Manvel, TX 77578 New 13,000 SQ. FT. Fire Station located on 1.5 acres on Rodeo Palms Pkwy. in Manvel, Texas.

The Owner and Architect agree as follows.

#### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An Additions and Defetions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

#### TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

#### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

BCESD 3 Rodeo Palms Station Program Report (Updated 10/26/2025)

#### § 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

New single-story Fire Station of approximately 13,000 SQ. FT. located on 1.5 acre tract along Rodeo Palms Pkwy. in Manvel, Texas.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

\$8,500,000 subject to increases or reductions approved by the BCESD 3 Commissioners in accordance with other provisions of this Agreement.

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
  - .1 Design phase milestone dates, if any:

TBD

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User Notes:

.2 Construction commencement date:

**TBD** 

.3 Substantial Completion date or dates:

**TBD** 

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Construction Manager-At-Risk

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204<sup>TM</sup>\_2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Jeff Braun 6931 Masters Manvel, TX 77578 (832) 473-1068 jbraun@bcesd3.com

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be selected

.2 Civil Engineer:

See Architect's Supplemental Services

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing: to be selected HVAC and Electrical Commissioning Services: to be selected

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(692f6ed88329b798afecf5b0)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

David Slattery, AIA 730 North Post Oak Rd. Suite 200 Houston, TX 77024 713-252-7324 david.slattery@slatterytackett.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

#### § 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Pinnacle Structural Engineers 3120 Southwest Freeway, Suite 410 Houston, Texas 77098

.2 Mechanical Engineer:

T&D Engineers 738 S. Highway 6, Suite 260 Houston, Texas 77079

.3 Electrical Engineer:

T&D Engineers 738 S. Highway 6, Suite 260 Houston, Texas 77079

§ 1.1.11.2 Consultants retained under Supplemental Services:

Civil Engineer, mutually agreeable to Owner and Architect

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

#### ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance provided such primary and excess or umbrella liability insurance provided such primary and excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

#### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or

information.

- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

#### § 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

#### § 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved

substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
  - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
  - .2 organizing and participating in selection interviews with prospective contractors;
  - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
  - .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

#### § 3.6 Construction Phase Services

#### § 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

#### § 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If

appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 Project Completion

#### § 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

#### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§4.1.1.1 Programming	Owner
§ 4.1.1.2 Multiple preliminary designs	Not Provided

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User Notes:

§ 4.1.1.3 N	Measured drawings	Not Provided
§ 4.1.1.4 E	existing facilities surveys	Not Provided
§ 4.1.1.5 S	lite evaluation and planning	Not Provided
	Building Information Model management	Not Provided
	Development of Building Information Models for	Not Provided
	Civil engineering	Architect
	andscape design	Architect
	architectural interior design	Architect
*	Value analysis	Not Provided
	Detailed cost estimating beyond that required in	Not Provided
	On-site project representation	Not Provided
	Conformed documents for construction	Not Provided
§ 4.1.1.15 A	s-designed record drawings	Not Provided
	as-constructed record drawings	Not Provided
	ost-occupancy evaluation	Not Provided
	acility support services	Not Provided
Ŧ	enant-related services	Not Provided
	architect's coordination of the Owner's	Architect
§ 4.1.1.21 T	elecommunications/data design	Owner
	ecurity evaluation and planning	Owner
-	Commissioning	Owner
	ustainable Project Services pursuant to Section	Not Provided
§ 4.1.1.25 F	ast-track design services	Not Provided
×	fultiple bid packages	Not Provided
	listoric preservation	Not Provided
	urniture, furnishings, and equipment design	Owner
	other services provided by specialty Consultants	Owner
•	Other Supplemental Services	Not Provided

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

- 4.1.2.1.1 Civil Engineering Services for normal on-site civil design
- 4.1.2.1.2 Landscape and irrigation design services
- 4.1.2.1.3 Architectural interior design services for selection and scheduling of interior finish materials
- 4.1.2.1.4 Coordination of Owner's consultants and vendors with architectural drawings

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

- 4.1.2.2.1 Facility Program prepared under separate agreement and previously presented to Owner
- 4.1.2.2.2 Telecommunications/data design services including radio and station alerting
- 4.1.2.2.3 Security systems design services including surveillance cameras, intrusion alarms, and access controls
- 4.1.2.2.4 Commissioning for HVAC and Electrical systems (Energy Code compliance)
- 4.1.2.2.5 Furniture, furnishings, and equipment selection
- 4.1.2.2.6 Other specialty consulting services including Construction Materials Testing

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204<sup>TM</sup>\_2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.22 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- 1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractorprepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
  - 1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  - .2 Twenty-Five (25) visits to the site by the Architect during construction
  - .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  - .4 One (1) inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within Twenty-Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204<sup>TM</sup>–2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall

require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

#### ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the

Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- 1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

#### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they

may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

#### § 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

	Arbitration pursuant to Section 8.3 of this Agreement
[X]	Litigation in a court of competent jurisdiction
[ ]	Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

#### § 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court

having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give thirty (30) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen (14) days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined by mutual agreement

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set

forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum (Insert amount)
- 2 Percentage Basis (Insert percentage value)

Eight (8.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

- 11.2.1 Civil Engineering services at cost (without markup) of proposal acceptable to Owner and Architect
- 11.2.2 Landscape and Irrigation design services at cost (without markup) of proposal acceptable to Owner and Architect
- 11.2.3 Architectural Interior Design services lump sum of \$5,000.00
- 11.2.4 Coordination of Owner's consultants and vendors at no additional charge

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Architect's Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase Twelve percent (12.00 %)
Design Development Phase Twenty percent (20.00 %)
Construction Documents Phase Forty-Seven percent (47.00 %)
Procurement Phase Four percent (4.00 %)
Construction Phase Seventeen percent (17.00 %)

Total Basic Compensation one hundred percent (100.00 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic

Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit A - Architect's Standard Hourly Rates

**Employee or Category** 

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00%) of the expenses incurred.

§ 11.9 Architect's insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

#### § 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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(692/6ed88329b798afecf5b0)

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

12.1.1 The Architect shall obtain the Owners or Owner's Representative approval before proceeding to a subsequent phase of work as identified in the fee schedule.

12.1.2 In the event any provisions of the Agreement is held invalid or unenforceable, such holding shall only apply to such provision and shall not affect or render invalid or unenforceable any other provisions of the Agreement.

12.1.3 The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the Architects Registration Law, Texas Civil Statutes Article 249a

Texas Board of Architectural Examiners

P.O. Box 12337

Austin, Texas 78711-2337

12.1.4 Architect shall indemnify and hold harmless Owner, its directors, officers, employees, agents and assigns (the "Indemnified Parties") from and against any and all claims, demands, or causes of action (and all losses, liabilities, expenses, and judgements incurred in connection therewith, including but not limited to reasonable attorneys' fees and expenses, court costs, and other expenses incurred in enforcing this Indemnity Provision) or from any other loss or claim arising from third party personal injury or property damage brought by Architect or any of Architect's employees, directors, officers, agents, outside advisory or support consultants, or in connection with, resulting from , or arising out of, the negligent acts, errors or omissions, or misconduct of Architect's employees, directors, officers, agents, outside advisory or support consultants, or representatives, in the performance of Architect's professional services under this Agreement

12.1.5 The Architect agrees that all records of the Owner held by the Architect will be maintained according to the provisions of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended

12.1.6 Anti-Boycott Verification. As required by Chapter 2271, Texas Government Code, Architect hereby verifies that Architect, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.

12.1.7 Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, Architect represents and certifies that, at the time of execution of this Agreement neither the Architect, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

12.1.8 Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Architect hereby verifies that Architect, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

12.1.9 Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Architect hereby verifies that Architect, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM\_2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

.3	Exhibits:		
	(Check the a	pro	

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- AIA Document E204<sup>TM</sup>—2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)
- [X] Other Exhibits incorporated into this Agreement:

  (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Architect's Standard Hourly Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

N/A

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

OWNER (Signature)	ARCHITECT (Signature)	
BY: Jeff Braun, Executive Director	BY: David Slattery, AIA, Managing Partner	
(Printed name and title)	(Printed name, title, and license number if required)	

### Additions and Deletions Report for AIA® Document B101® - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 19:08:53 CST on 12/03/2025.

#### Changes to original AIA text

#### PAGE 10

**User Notes:** 

Supplemental Services	Responsibility	
	(Architect, Owner, or not provided)	
§ 4.1.1.1 Programming	Owner	
§ 4.1.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.1.3 Measured drawings	Not Provided	
§ 4.1.1.4 Existing facilities surveys	Not Provided	
§ 4.1.1.5 Site evaluation and planning	Not Provided	
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided	
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided	
§ 4.1.1.8 Civil engineering	Architect	
§ 4.1.1.9 Landscape design	Architect	
§ 4.1.1.10 Architectural interior design	Architect	
§ 4.1.1.11 Value analysis	Not Provided	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided	
§ 4.1.1.13 On-site project representation	Not Provided	
§ 4.1.1.14 Conformed documents for construction	Not Provided	
§ 4.1.1.15 As-designed record drawings	Not Provided	
§ 4.1.1.16 As-constructed record drawings	Not Provided	
§ 4.1.1.17 Post-occupancy evaluation	Not Provided	
§ 4.1.1.18 Facility support services	Not Provided	
§ 4.1.1.19 Tenant-related services	Not Provided	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect	
§ 4.1.1.21 Telecommunications/data design	Owner	
§ 4.1.1.22 Security evaluation and planning	Owner	
§ 4.1.1.23 Commissioning	Owner	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided	
§ 4.1.1.25 Fast-track design services	Not Provided	

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§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Owner</u>
§ 4.1.1.30 Other Supplemental Services	Not Provided

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Sub-contractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. Upon requested by the Owner, the Architect shall provide the Owner with a complete copy of the drawings and specifications, as well as the record drawings (including any and all that were produced by computer/CAD) and including any and all modifications made to the drawings and specifications as such drawings and specifications exist at the time the request is made by the Owner. The Building Information Model of the Project or the 'Model' which is the term used to describe all of the Digital Data including but not limited to all communications, drawings, specifications, and designs created and stored for the Project in digital form, is a digital representation of the Project. At any point during the term of this Agreement or in the event that the Agreement is terminated by either party, the Architect shall provide the Model to the Owner no later then seven (7) days after the Owner requests teh Model in writing from the Architect. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4. the license granted in this Section 7.3 shall terminate.

#### PAGE 17

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven thirty (30) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
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#### PAGE 18

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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- 12.1.1 The Architect shall obtain the Owners or Owner's Representative approval before proceeding to a subsequent phase of work as identified in the fee schedule.
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- 12.1.3 The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the Architects Registration Law, Texas Civil Statutes Article 249a

Texas Board of Architectural Examiners

P.O. Box 12337

Austin, Texas 78711-2337

- 12.1.4 Architect shall indemnify and hold harmless Owner, its directors, officers, employees, agents and assigns (the "Indemnified Parties") from and against any and all claims, demands, or causes of action (and all losses, liabilities, expenses, and judgements incurred in connection therewith, including but not limited to reasonable attorneys' fees and expenses, court costs, and other expenses incurred in enforcing this Indemnity Provision) or from any other loss or claim arising from third party personal injury or property damage brought by Architect or any of Architect's employees, directors, officers, agents, outside advisory or support consultants, or in connection with, resulting from , or arising out of, the negligent acts, errors or omissions, or misconduct of Architect's employees, directors, officers, agents, outside advisory or support consultants, or representatives, in the performance of Architect's professional services under this Agreement
- 12.1.5 The Architect agrees that all records of the Owner held by the Architect will be maintained according to the provisions of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended
- 12.1.6 Anti-Boycott Verification. As required by Chapter 2271, Texas Government Code, Architect hereby verifies that Architect, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- 12.1.7 Foreign Terrorists Organizations. Pursuant to Chapter 2252, Texas Government Code, Architect represents and certifies that, at the time of execution of this Agreement neither the Architect, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
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#### **Variable Information**

#### PAGE 1

**User Notes:** 

**AGREEMENT** made as of the <u>Eighth</u> day of <u>December</u> in the year <u>Two Thousand Twenty-Five</u> (In words, indicate day, month and year.)

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Brazoria County Emergency Services District No. 3

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(281) 519-8779

Slattery Tackett Architects, LLP

730 North Post Oak Rd. Suite 200 Houston, TX 77024

713-521-0591

**BCESD 3 Rodeo Palms Fire Station** 

Rodeo Palms Pkwy. Manvel, TX 77578

New 13,000 SQ. FT, Fire Station located on 1.5 acres on Rodeo Palms Pkwy. in Manvel, Texas.

#### PAGE 2

BCESD 3 Rodeo Palms Station Program Report (Updated 10/26/2025)

New single-story Fire Station of approximately 13,000 SQ. FT. located on 1.5 acre tract along Rodeo Palms Pkwy. in Manvel, Texas.

\$8,500,000 subject to increases or reductions approved by the BCESD 3 Commissioners in accordance with other provisions of this Agreement.

TBD

#### PAGE 3

TBD

TBD

N/A

Construction Manager-At-Risk

N/A

Jeff Braun

6931 Masters Manvel, TX 77578

(832) 473-1068

jbraun@bcesd3.com

To be selected

See Architect's Supplemental Services

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#### Construction Materials Testing: to be selected HVAC and Electrical Commissioning Services: to be selected

#### PAGE 4

David Slattery, AIA

730 North Post Oak Rd. Suite 200 Houston, TX 77024

713-252-7324

david.slattery@slatterytackett.com

Pinnacle Structural Engineers

3120 Southwest Freeway, Suite 410 Houston, Texas 77098

T&D Engineers

738 S. Highway 6, Suite 260 Houston, Texas 77079

T&D Engineers

738 S. Highway 6, Suite 260 Houston, Texas 77079

Civil Engineer, mutually agreeable to Owner and Architect

N/A

#### PAGE 5

- § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00 ) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00 ) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1.000.000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than <a href="Two Million Dollars and Zero Cents">Two Million Dollars and Zero Cents</a> (\$ 2,000,000.00) ) per claim and <a href="Two Million Dollars and Zero Cents">Two Million Dollars and Zero Cents</a> (\$ 2,000,000.00) ) in the aggregate.

#### PAGE 11

- 4.1.2.1.1 Civil Engineering Services for normal on-site civil design
- 4.1.2.1.2 Landscape and irrigation design services
- 4.1.2.1.3 Architectural interior design services for selection and scheduling of interior finish materials
- 4.1.2.1.4 Coordination of Owner's consultants and vendors with architectural drawings

#### **PAGE 12**

4.1.2.2.1 - Facility Program prepared under separate agreement and previously presented to Owner

4.1.2.2.2 - Telecommunications/data design services including radio and station alerting

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- 4.1.2.2.3 Security systems design services including surveillance cameras, intrusion alarms, and access controls
- 4.1.2.2.4 Commissioning for HVAC and Electrical systems (Energy Code compliance)
- 4.1.2.2.5 Furniture, furnishings, and equipment selection
- 4.1.2.2.6 Other specialty consulting services including Construction Materials Testing

#### **PAGE 13**

- .1 <u>Two</u> (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-Five (25) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- A One (1) inspections for any portion of the Work to determine final completion.
- § 4.2.5 If the services covered by this Agreement have not been completed within <u>Twenty-Four (24)</u> months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### PAGE 16

- [ ] Arbitration pursuant to Section 8.3 of this Agreement
- [X] Litigation in a court of competent jurisdiction
- [ ] Other: (Specify)

#### **PAGE 18**

N/A

To be determined by mutual agreement

#### PAGE 19

User Notes:

Eight (8.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- 11.2.1 Civil Engineering services at cost (without markup) of proposal acceptable to Owner and Architect
- 11.2.2 Landscape and Irrigation design services at cost (without markup) of proposal acceptable to Owner and Architect
- 11.2.3 Architectural Interior Design services lump sum of \$5,000.00
- 11.2.4 Coordination of Owner's consultants and vendors at no additional charge

#### Architect's Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus <u>Ten</u> percent (10.00 %), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Schematic Design Phase Twelve percent (12.00 %)
Design Development Phase Twenty percent (20.00 %)
Construction Documents Phase Forty-Seven percent (47.00 %)
Procurement Phase Four percent (4.00 %)

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Total Basic Compensation

one hundred percent (100.00 %)

#### PAGE 20

#### Exhibit A - Architect's Standard Hourly Rates

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### **PAGE 21**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

- 12.1.1 The Architect shall obtain the Owners or Owner's Representative approval before proceeding to a subsequent phase of work as identified in the fee schedule.
- 12.1.2 In the event any provisions of the Agreement is held invalid or unenforceable, such holding shall only apply to such provision and shall not affect or render invalid or unenforceable any other provisions of the Agreement.
- 12.1.3 The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the Architects Registration Law, Texas Civil Statutes Article 249a

**Texas Board of Architectural Examiners** 

P.O. Box 12337

Austin, Texas 78711-2337

- 12.1.4 Architect shall indemnify and hold harmless Owner, its directors, officers, employees, agents and assigns (the "Indemnified Parties") from and against any and all claims, demands, or causes of action (and all losses, liabilities, expenses, and judgements incurred in connection therewith, including but not limited to reasonable attorneys' fees and expenses, court costs, and other expenses incurred in enforcing this Indemnity Provision) or from any other loss or claim arising from third party personal injury or property damage brought by Architect or any of Architect's employees, directors, officers, agents, outside advisory or support consultants, or in connection with, resulting from , or arising out of, the negligent acts, errors or omissions, or misconduct of Architect's employees, directors, officers, agents, outside advisory or support consultants, or representatives, in the performance of Architect's professional services under this Agreement
- 12.1.5 The Architect agrees that all records of the Owner held by the Architect will be maintained according to the provisions of the Public Information Act, Ch. 552, Texas Government Code, and the Local Government Records Act, Ch. 201-205, Texas Local Government Code, each as amended
- 12.1.6 Anti-Boycott Verification. As required by Chapter 2271, Texas Government Code, Architect hereby verifies that Architect, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" in this paragraph has the meaning assigned to such term in Section 808.001 of the Texas Government Code, as amended.
- 12.1.7 Foreign Terrorists Organizations. Pursuant to Chapter 2252. Texas Government Code, Architect represents and certifies that, at the time of execution of this Agreement neither the Architect, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.
- 12.1.8 Fossil Fuels Boycott Verification, As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Architect hereby verifies that Architect, including

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any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, does not boycott energy companies, and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

12.1.9 Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Architect hereby verifies that Architect, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

#### PAGE 22

[X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Architect's Standard Hourly Rates

N/A

#### **Certification of Document's Authenticity**

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:08:53 CST on 12/03/2025 under Order No. 20250107046 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA Document B101 $^{\text{TM}}$  - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)			
(Dated)			



#### Brazoria County ESD 3 Rodeo Palms Fire Station

#### BENCHMARK SCHEDULE - CMAR Delivery

#### 12/08/2025

Date	Benchmark
12/08/2025	Approve Owner-Architect Agreement, begin Schematic Design Phase
01/12/2026	Authorize CMAR notice and evaluation criteria.
01/26/2026	Issue CMAR Requests for Proposals.
03/09/2026	Select CMAR.
03/09/2026	Present Schematic Design to ESD
03/31/2026	Issue Schematic Design package to CMAR.
05/04/2026	Arch/CMAR review of SD pricing
05/11/2026	Present Schematic Design/Probable Cost to ESD, begin Design Development.
05/08/2026	Present Design Development to ESD
05/30/2026	Issue Design Development package to CMAR.
08/03/2026	Arch/CMAR review of DD pricing
08/10/2026	Present Design Development/Probable Cost to ESD, begin Construction Documents.
10/12/2026	Present 90% Construction Documents to ESD
10/20/2026	Issue Construction Documents to CMAR for GMP pricing.
12/07/2026	Arch/CMAR review of GMP pricing
12/14/2026	Review and approve GMP/Issue GMP Amendment to CMAR Agreement.
01/05/2026	Start Construction (estimated 12-14 months duration).

BCESD 3 - RODEO PALMS STATION					
SLATTERY TACKETT ARCHITECTS, LLP	R.P. Station	R.P. Station	R.P. Station	R.P. Station	Iowa Colony
Updated 10/27/2025	8/26/2025	10/6/2025	10/27/2025		
FACILITY AREA	13,478	11,190	13,478	0	0
SITE SIZE	1.5 ACRES	1.5 ACRES	1.5 ACRES	1.5 ACRES	1.5 ACRES
	PROGRAM	PROGRAM (R1)	PROGRAM (R2)	PROGRAM (R3)	Iowa Colony
ADMINISTRATION / EOC	Square foot	Square foot	Square foot	Square foot	Square foot
TOTAL ADMINISTRATION / EOC	0	0			
SUB TOTAL	0	0	0	0	0
WALLS AND CIRCULATION (AT 30%)	0	0	0	0	0
ADMINISTRATION TOTAL (SQ FT)	0	0	0_	0	0
			-		

	PROGRAM	PROGRAM (R1)	PROGRAM (R2)	PROGRAM (R3)	Iowa Colony
STATION REQUIREMENTS	Square foot	Square foot	Square foot	Square foot	Square foot
ENTRY/LOBBY	80	80	80		
OFFICE - Command Staff	180	0	180		
OFFICE - Command Staff	180	0	180		
OFFICE - Officer	180	180	180		
OFFICE - Officer	180	180	180		
OFFICER Conference Room	150	150	150		
UNI-SEX TOILET/SHOWER ROOM	100	100	100		
DAY ROOM	800	600	800		
DINING	540	500	540		
KITCHEN	320	320	320		
PANTRY	60	60	60		
UNI-SEX TOILET ROOM (Day Room/Entry)	65	65	65		
	0	0	0		
MEETING ROOM (Training / EOC)	0	0	0		
STORAGE - Table and Chairs		0	0		
STORAGE - A/V Equipment (Inc. with Table and Chairs)	0		-		
WATCH/REPORT	180	150	180		
DETOX SAUNA	0	0	0_		
EXERCISE ROOM	250	250	250		
DORM ROOM - Fire (100 SF each)	600	300	600		
DORM ROOM - EMS (100 SF each)	200	200	200_		
JANITOR CLOSET	45	45	45_		
UNI-SEX TOILET/SHOWER ROOM (90 SF each)	270	270	270		
LOCKERS (Hallway Alcoves)	160	140	160		
LAUNDRY ROOM	100	100	100		
IT/SERVER ROOM	80	80	80		
STORAGE ROOM - GENERAL SUPPLIES (FIRE)	100	100	100		
STORAGE ROOM - GENERAL SUPPLIES (EMS)	60	60	60		
STORAGE ROOM - EMS SUPPLIES (SECURE)	0	0	0		
APPARATUS BAY	4,225	3,185	4,225		
WORK/SHOP MAINTENANCE	120	120	120		
HOSE STORAGE	65	65	65		
JANITOR CLOSET	50	50	50		
ELECTRICAL ROOM	160	160	160		
LAUNDRY ROOM	100	100	100		
BUNKER GEAR	480	480	480		
	160	160	160		
GEAR WASHER/DRYER	0	0	0		
SCBA	100	100	100		
REHAB ROOM		600	600		
QUARTERMASTER STORAGE (MEZZANINE)	600		300		
MECHANICAL ROOM (MEZZANINE)	300	300			
DECON	100	100	100_		
UNI-SEX TOILET ROOM (Proximity to Law Enforcement)	60	60	60_		
FIRE RISER ROOM	60	60	60_		
LAWN EQUIPMENT	100	100	100_		
LAW ENFORCEMENT	160	160	160		
SUB TOTAL	11,720	9,730	11,720_	0	0
WALLS AND CIRCULATION (AT 15%)	1,758	1,460	1,758	0	0
FIRE/EMS STATION TOTAL (SQ FT)	13,478	11,190	13,478	0	0

PROGRAM	PROGRAM (R1)	PROGRAM (R2)	PROGRAM (R3)	Iowa Colony
Square foot	Square foot	Square foot	Square foot	Square foo
0	0	0	0	(
13,478	11,190	13,478	0	
13,478	11,190	13,478	0	(
PROGRAM	PROGRAM (R1)	PROGRAM (R2)	PROGRAM (R3)	Iowa Colony
Square foot	Square foot	Square foot	Square foot	Square foot
13,478	11,190	13,478	0	12,486
550.00	565.00	540.00		509.11
7,412,900.00	6,322,067.50	7,278,120.00	0.00	6,356,781.06
1.500	1.500	1.500	1.500	0.000
500,000.00	500,000.00	500,000.00	0.00	0.00
750,000.00	750,000.00	750,000.00	0.00	0.00
8,162,900.00	7,072,067.50	8,028,120.00	0.00	6,356,781.06
204,072.50	176,801.69	200,703.00	0.00	0.00
204,072.50	176,801.69	200,703.00	0.00	540,326.39
8,571,045.00	7,425,670.88	8,429,526.00	0.00	6,897,107.45
	Square foot  0 13,478  13,478  PROGRAM Square foot  13,478  550.00 7,412,900.00  1.500 500,000.00 750,000.00  8,162,900.00 204,072.50 204,072.50	Square foot         Square foot           0         0           13,478         11,190           PROGRAM PROGRAM (R1)           Square foot         Square foot           13,478         11,190           550.00         565.00           7,412,900.00         6,322,067.50           1.500         1.500           500,000.00         500,000.00           750,000.00         750,000.00           8,162,900.00         7,072,067.50           204,072.50         176,801.69           204,072.50         176,801.69	Square foot         Square foot         Square foot           0         0         0           13,478         11,190         13,478           PROGRAM PROGRAM (R1)         PROGRAM (R2)           Square foot         Square foot         Square foot           13,478         11,190         13,478           550.00         565.00         540.00           7,412,900.00         6,322,067.50         7,278,120.00           1.500         1.500         500,000.00           500,000.00         500,000.00         500,000.00           750,000.00         750,000.00         750,000.00           8,162,900.00         7,072,067.50         8,028,120.00           204,072.50         176,801.69         200,703.00           204,072.50         176,801.69         200,703.00	Square foot         Square foot         Square foot         Square foot           0         0         0         0           13,478         11,190         13,478         0           PROGRAM (R1)         PROGRAM (R2)         PROGRAM (R3)           Square foot         Square foot         Square foot           13,478         11,190         13,478         0           550.00         565.00         540.00         0           7,412,900.00         6,322,067.50         7,278,120.00         0.00           500,000.00         500,000.00         500,000.00         0.00           750,000.00         750,000.00         750,000.00         0.00           8,162,900.00         7,072,067.50         8,028,120.00         0.00           204,072.50         176,801.69         200,703.00         0.00           204,072.50         176,801.69         200,703.00         0.00

495,507.13	433,016.07	584,428.74	0.00	0.00
			0.00	0.00
9,910,142.68	8,660,321.34	9,610,718.49	0.00	8,040,785.95
473,303.00	430,303.00	220,412.03	5.50	
				441,215.01
<del></del>			0.00	103,456.61
				32,000.00
				145,000.00
				15,418.59
				78,720.01
			0.00	66,619.80
9 571 045 00	7 425 670 99	9.429.526.00	0.00	6,897,107.4
003,332.00	770,203.40		2.30	,,, .
			0.00	702,463.48
				12,000.00
		-		0.00
				0.00
				0.00
				10,000.00
				45,000.00
				45,973.00
				15,000.00
				6,500.0
				0.00
				59,448.0
				508,542.4
	653,032.00	0.00         0.00           70,000.00         70,000.00           6,500.00         6,500.00           12,000.00         12,000.00           15,000.00         15,000.00           40,000.00         40,000.00           45,000.00         45,000.00           10,000.00         10,000.00           0.00         0.00           0.00         0.00           12,000.00         12,000.00           863,532.00         776,265.40           8,571,045.00         7,425,670.88           60,000.00         65,000.00           45,000.00         45,000.00           145,000.00         32,000.00           128,565.68         111,385.06           475,565.68         458,385.06           9,910,142.68         8,660,321.34           0.05         0.05	0.00         0.00         0.00           70,000.00         70,000.00         70,000.00           6,500.00         6,500.00         6,500.00           12,000.00         12,000.00         12,000.00           15,000.00         15,000.00         15,000.00           40,000.00         40,000.00         40,000.00           45,000.00         45,000.00         45,000.00           10,000.00         10,000.00         10,000.00           0.00         0.00         0.00           0.00         0.00         0.00           12,000.00         12,000.00         12,000.00           863,532.00         776,265.40         852,749.60           85,571,045.00         7,425,670.88         8,429,526.00           60,000.00         65,000.00         65,000.00           45,000.00         45,000.00         45,000.00           45,000.00         45,000.00         32,000.00           128,565.68         111,385.06         126,442.89           475,565.68         458,385.06         328,442.89           9,910,142.68         8,660,321.34         9,610,718.49           0.05         0.05         0.040	0.00         0.00           70,000.00         70,000.00           6,500.00         6,500.00           12,000.00         12,000.00           15,000.00         15,000.00           40,000.00         40,000.00           45,000.00         45,000.00           45,000.00         45,000.00           10,000.00         10,000.00           0.00         0.00           0.00         0.00           0.00         0.00           12,000.00         12,000.00           12,000.00         12,000.00           12,000.00         12,000.00           863,532.00         776,265.40           852,749.60         0.00           852,000.00         65,000.00           65,000.00         65,000.00           45,000.00         45,000.00           45,000.00         45,000.00           32,000.00         32,000.00           128,565.68         111,385.06         126,442.89         0.00           9,910,142.68         8,660,321.34         9,610,718.49         0.00           9,910,142.68         8,660,321.34         9,610,718.49         0.00

## Agenda Item 8b



#### BCESD 3 STATION 1 – NEW VEHICLE MAINTENANCE FACILITY PROJECT UPDATE

September 22, 2025

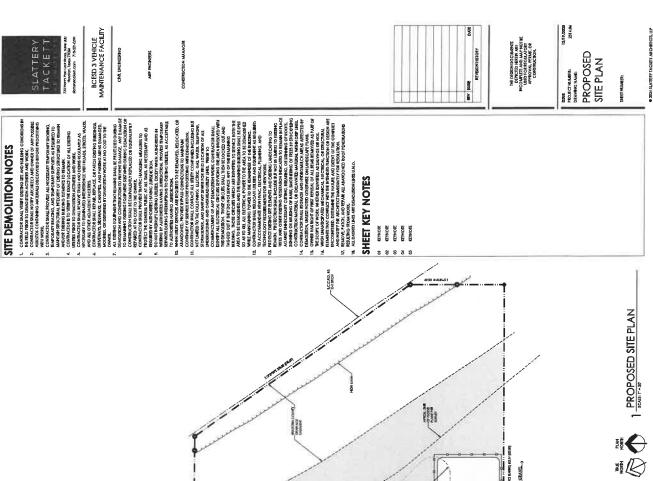
Facility Criteria – STA received input from Scott Loy regarding requirements for a vehicle maintenance facility to be located on the same property as Station 1. Highlights of the facility requirements include:

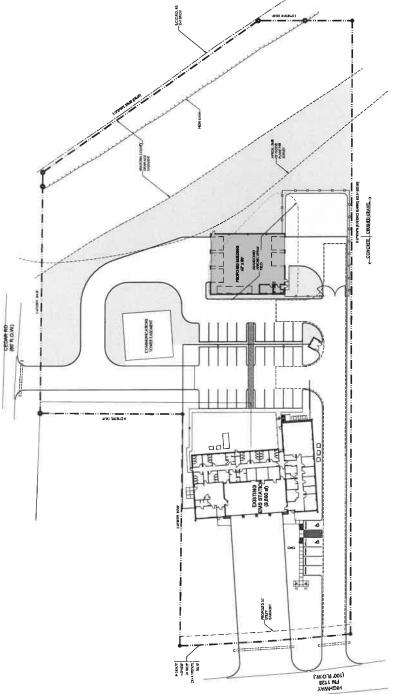
- 1. Metal building of approximately 5,200 SF, with interior clear height of 25-feet.
- 2. Three bays (two pull-through) for servicing vehicles.
- 3. One office.
- 4. Storage area.
- 5. Additional parking for apparatus and personal vehicles.

Maintenance Facility Budget — Using costs from a similar project recently completed, the building construction cost is expected to be approximately \$1,430,000. However, there will be additional site construction costs if stormwater detention is required. Once all the site constraints have been identified (see 'next steps' below), then a more accurate estimate of construction costs and soft costs can be provided.

Next Steps – STA attended a Pre-development Conference with the City of Manvel on August 21, 2025 to review the proposed project (see attached proposed site plan) and identify constraints that may be imposed on the project by the City. The following two items were noted and will need additional investigation/action before the City of Manvel will be able to review a building permit application for the maintenance facility:

- Zoning The City's first zoning ordinance went into effect in July, 2021, marking the start of
  formal zoning regulations in the City. While this ordinance does not regulate existing structures,
  it does apply to the development of new vehicle maintenance facility on the property. The
  property is zoned 'O-SFR' and is intended only for single-family residential. The maintenance
  facility is not eligible for a 'special use permit' and a zoning variance will need to be acquired.
- 2. Detention Brazoria County Drainage District 5 has regulations for storm water drainage and will need to approve proposed development plans before we can apply to the City for a building permit. STA is attempting to get a determination from BCDD 5 about possible detention requirements without submitting formal drainage plans for approval.





# Agenda Item 9

# BCESD 3 EMS Division Report December 8, 2025



#### **EMS Division Collaboration**

## Danbury EMS Joins BCESD 3 EMS For Collaborative Training

Our colleagues from Danbury EMS joined us for our last cadaver lab for 2025. This was the first time that the Danbury EMS has gotten to participate in this type of training.

This training is funded by BCESD 3, and it is part of our annual clinical education. We will invite our colleagues from Danbury EMS, AAEMC and Alvin EMS to join us in the future.



#### **EMS Division Accolades – A Job Well Done**

From: Santiago Rodriguez < srodriguez@bcesd3.com >

**Sent:** Friday, November 7, 2025 8:28 PM **To:** Melissa Aldape < maldape@bcesd3.com >

**Cc:** Tim Welch < <a href="mailto:twelch@bcesd3.com">twelch@bcesd3.com</a>> **Subject:** Family appreciation, 11.01.2025

Dear Chief and Captain,

I hope you are both doing well. I am reaching out to share a notable experience from my last shift that I believe truly embodies our department's core values, in particular, our commitment to world-class patient care.

On November 1st at approximately 0100 hours, I responded to a patient who was an AMI survivor and had recently received a cardiac stent. During our conversation, the patient expressed that they could not remember the names of the EMS crew who originally responded to their emergency, but they clearly recalled the date and that the team consisted of one male and one female provider. After reviewing the calendar, it appears that the responding crew was likely Gabriel Rogers and Callie McIntire, the only man and woman crew staffing M71 on that day.

The patient's family shared that on October 18th, during the incident, they were overwhelmed with fear and worried about the worst-case scenario. However, they emphasized that the calm, compassionate, and reassuring presence of both responding crew members brought them tremendous comfort during an incredibly frightening moment. Their gratitude for the care provided was heartfelt and sincere.

Hearing this filled me with pride to be part of a department where such exceptional care is the standard. Gabriel and Callie's actions truly reflect our core values: world-class patient care, compassion, and unwavering dedication to the communities we serve. I believe their outstanding work deserves recognition, and I wanted to ensure their impact was brought forward.

Thank you for your time, and for the continued support you provide to all of us in the field.

Warm regards, Santiago Rodriguez, NRP 832 461 5039

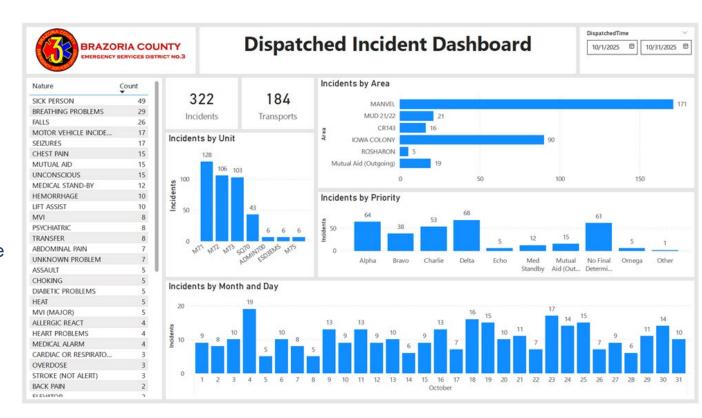
## **EMS Division Updates**

#### **FIFA 2026**

- Regional planning is ramping up for this event. Chief Lammert has attended some of the preliminary planning meetings which have been focused on logistics, medical surge plans, regional transportation, and some discussion on how EMS services are planning to handle additional call volume.
- The EMS Division is actively participating in regional and local planning sessions.
- We are anticipating an increase in call volume which likely will be more than our 3 ambulances can handle. It will likely be necessary to temporarily staff M74 during the FIFA event to handle the extra call volume
  - Staffing would come from overtime, and we would not be adding any new FTE's. Several EMS area services will be taking like action. Unfortunately, the Houston FIFA Planning Committee has not allocated any funding to support emergency services for this event.

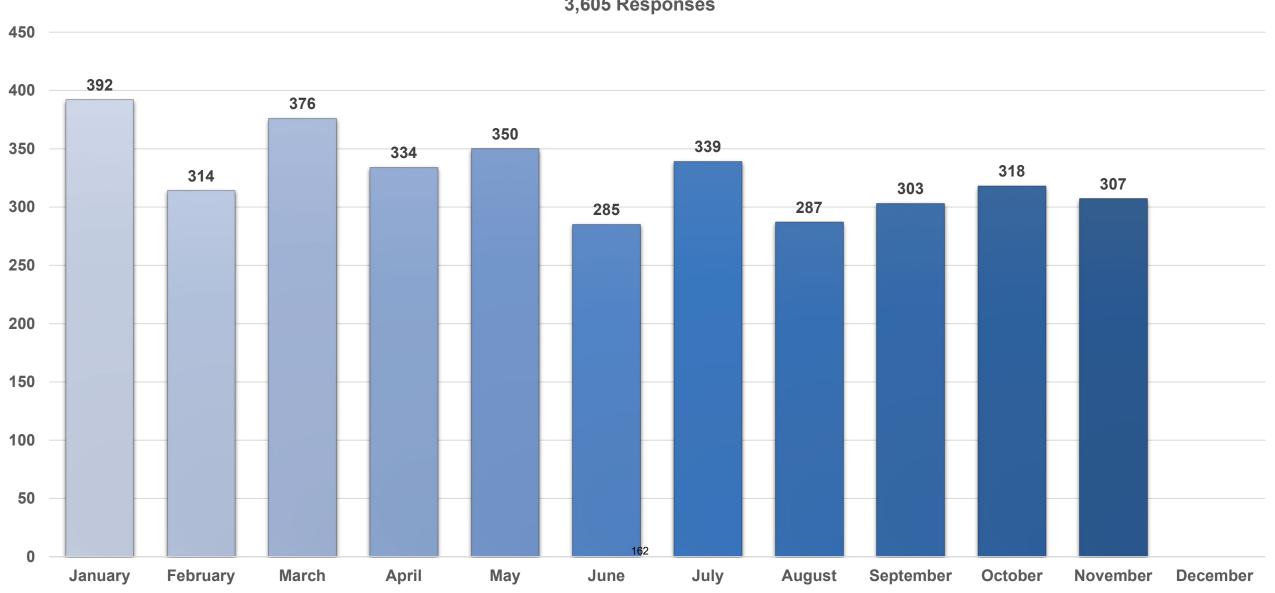
#### **Priority One Data Project**

The dashboard is built and currently being refined.

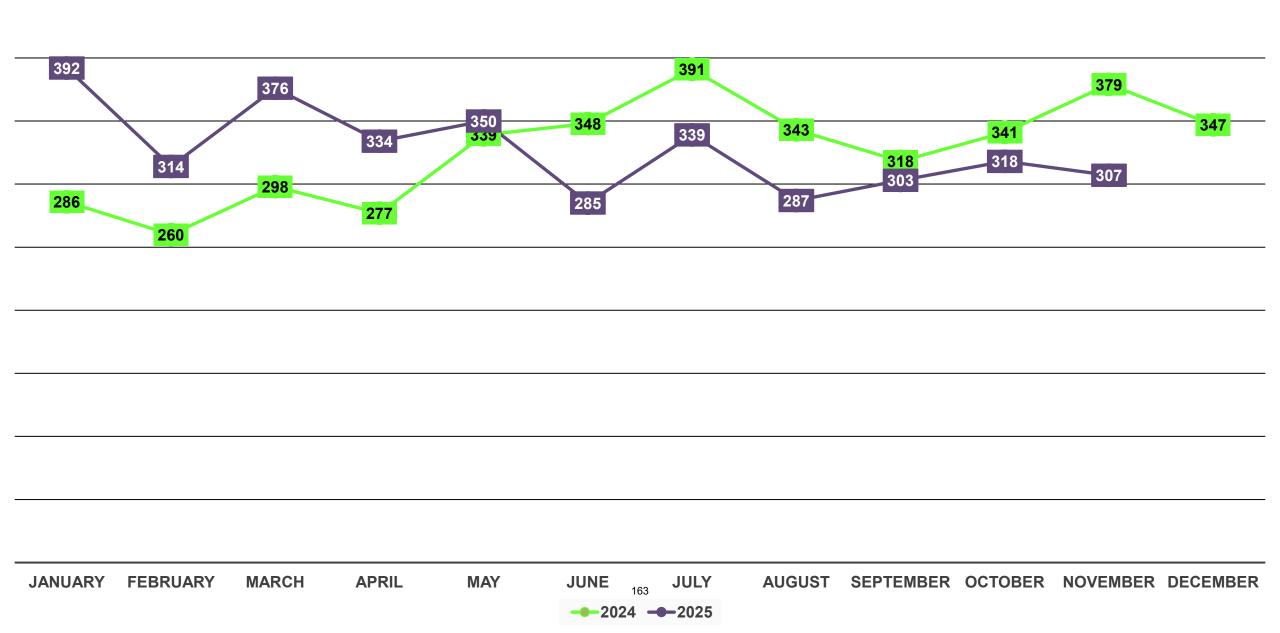


### **EMS Division Statistics – 2025 YTD**

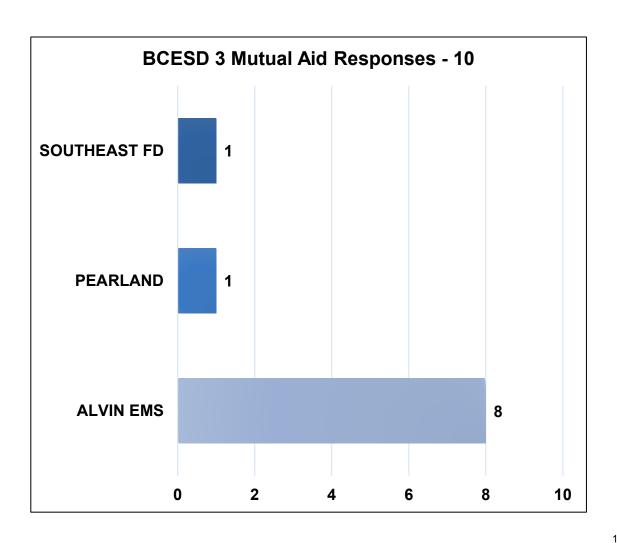
Monthly Responses 2025 YTD 3,605 Responses

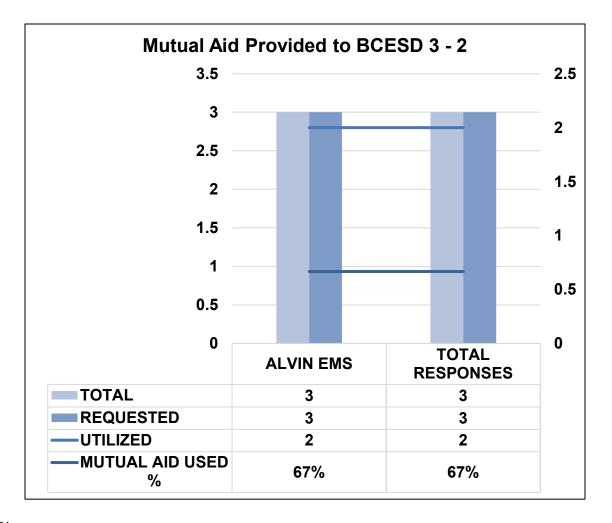


#### **District EMS Responses 2024-2025 Comparison**

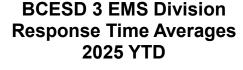


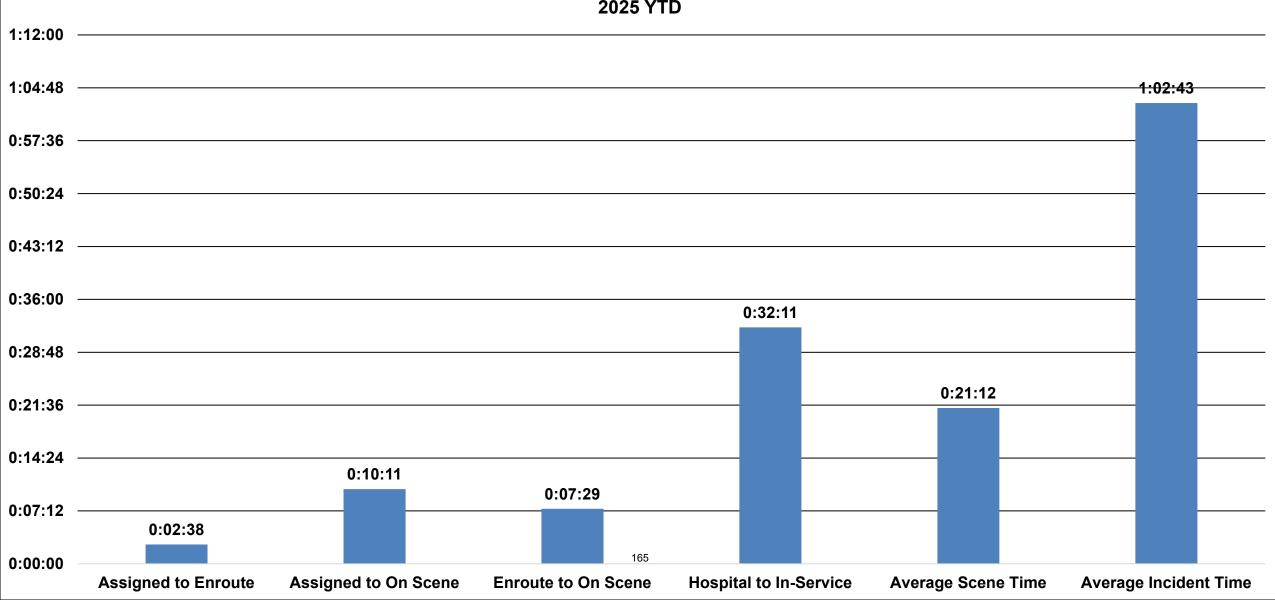
### **District EMS Mutual Aid – November 2025**





### Response Time Averages 2025 YTD







#### **Our Core Values**

Safety, World-Class Patient Care, Caring for Each Other, the Patients and Communities We Serve!

## One Team, One Vision, One Mission "Saving Lives"



# Agenda Item 10

# BCESD 3 Fire Division Report December 8, 2025



## **Fire Division Updates**

#### **Completed**

- Annual Hose Testing
  - Failed 600' of 5", 400' of 4", 50' of 3", 75' of 2.5", 275' of 1.75", & 100' of 1" hose
- Bi-annual Breathing Air Maintenance
- Bi-annual Generator Testing & Maintenance

#### In Process

- BCESD 3 FRO Program
- Annual Bunker Gear Inspection & Cleaning January '26
- Bid process started in October for SCBA Maintenance,
   Hose Testing, Ladder Testing, PPE Cleaning & Inspection

## Fire Division Update

### **Fleet Update**

- Manvel Engine 124
  - AC Blower Motor replaced
  - 2 Air line fittings leaking & replaced
- Manvel Engine 121
  - Officer Side door latch rod replaced
- Manvel Tanker 121
  - Rear Water level gauge replaced
- Manvel Chief's Car
  - Battery Replaced
- BCESD # EMS Squad 70
  - Replaced auto eject
- CR 143 Squad 241
  - Headlight switch repaired

- Iowa Colony Engine 21
  - PM Completed
- Liverpool Tender
  - Involved in a rollover crash pending insurance
- Liverpool Engine
  - PM completed
  - Repaired Auto Charger
- Liverpool Brush
  - Repaired Skid wiring

## **Fire Division Update**

#### **Facility Update**

- Demi John
  - Generator Maintenance
- Iowa Colony
  - Meridiana
    - Quarterly Pest Control
    - Gas Leak
    - Generator Maintenance
  - CR 65
    - Quarterly Pest Control
    - Generator Maintenance
- CR 143
  - Quarterly Pest Control
  - Generator Maintenance
- Manvel Station 1
  - Quarterly Pest Control
  - Generator Maintenance

- Danbury
  - Generator Maintenance
- Liverpool
  - Generator Maintenance
- BCESD 3 EMS Station 1
  - Quarterly Pest Control
  - Generator Maintenance
  - Parking Lot leveled for drainage
  - Removed old bay door panels
  - Ventilated building of gas odor
- BCESD 3 EMS Lakes of Savannah
  - Quarterly Pest Control

## **Fire Division Update**

#### **Logistics Update**

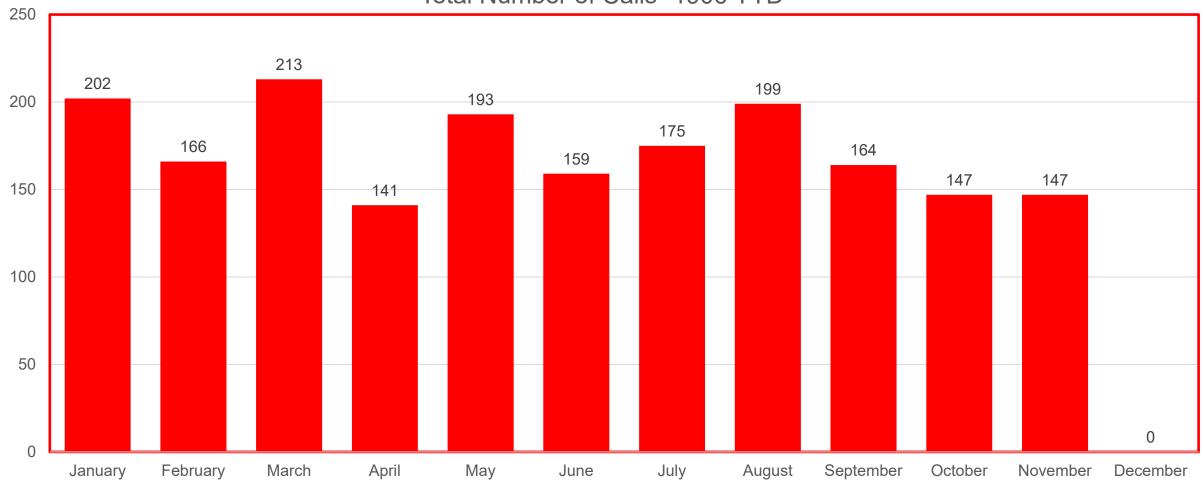
- Manvel
  - ABC Extinguishers Refilled
- Iowa Colony
  - Nothing to report
- Rosharon
  - Ordered Foam
- Danbury
  - Delivered Trufuel
- CR 143
  - Nothing to Report
- Liverpool
  - E-Cutters sent out for repair
- Demi John
  - Nothing to Report

#### **Committee Updates**

- Apparatus & Equipment
  - Ambulance Vendor Presentations
    - 2 Vendors with 6 different manufacturers
  - In-person visit at EMS conference
    - Reviewed all apparatus

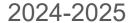
#### **BCESD 3 Fire Division- November 2025**

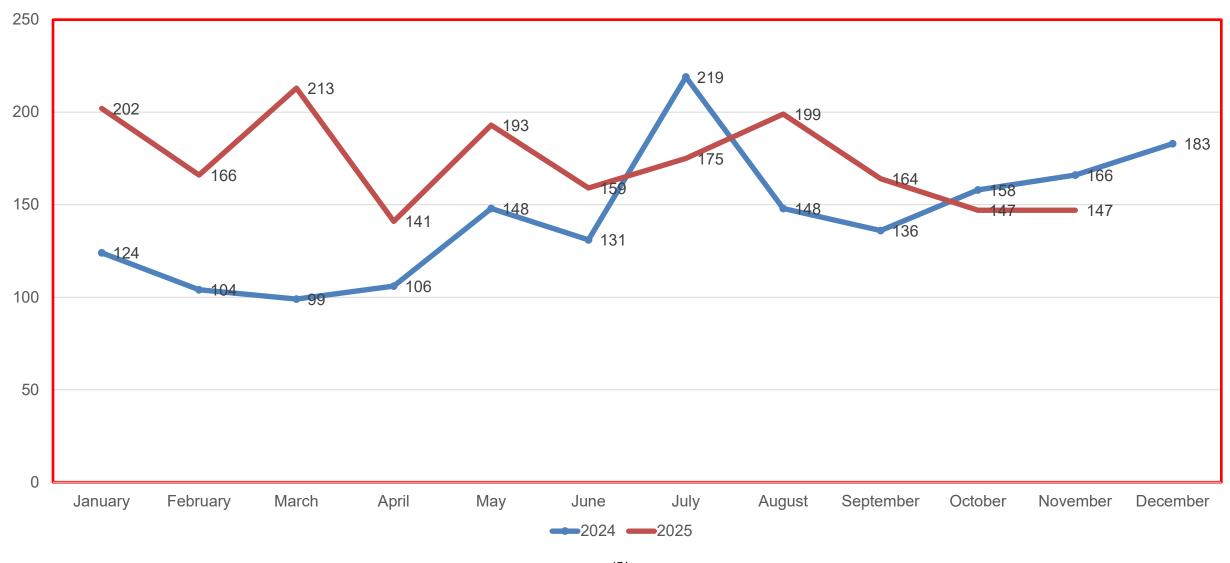




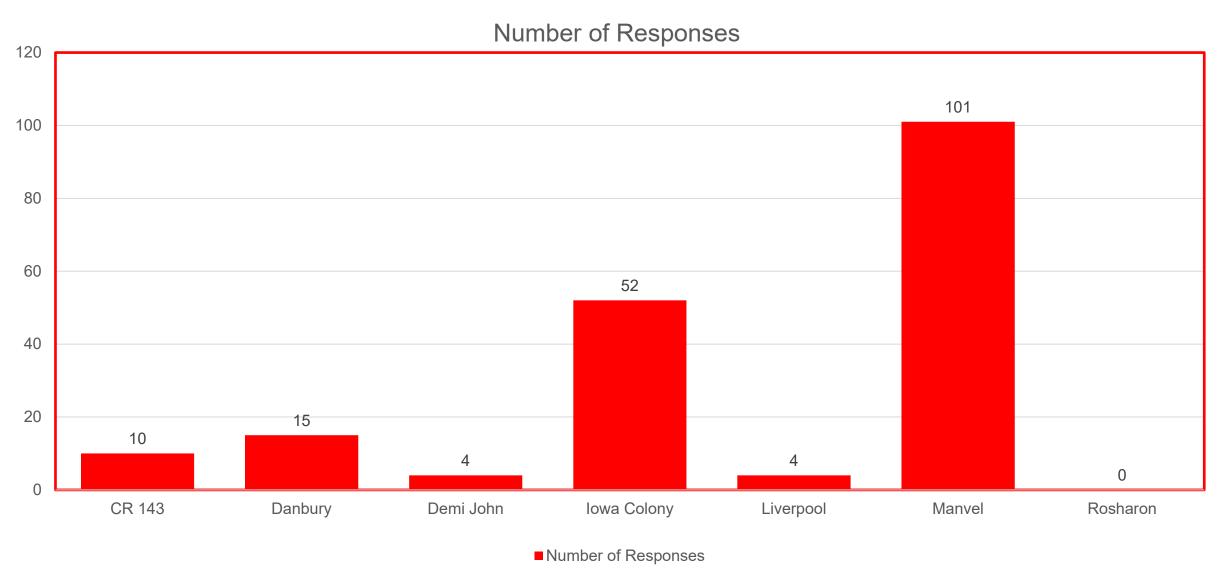
■ Total Number of Calls- 1906 YTD

## District Fire Responses 2024-2025 Comparison



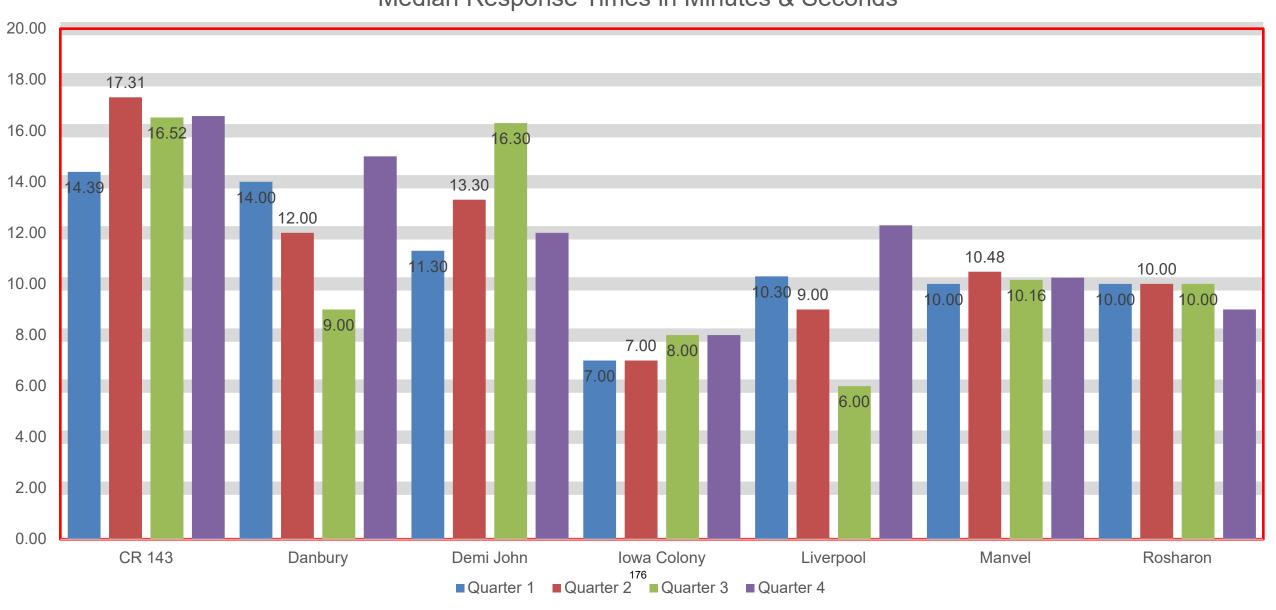


### **BCESD 3 Fire Division- November 2025**



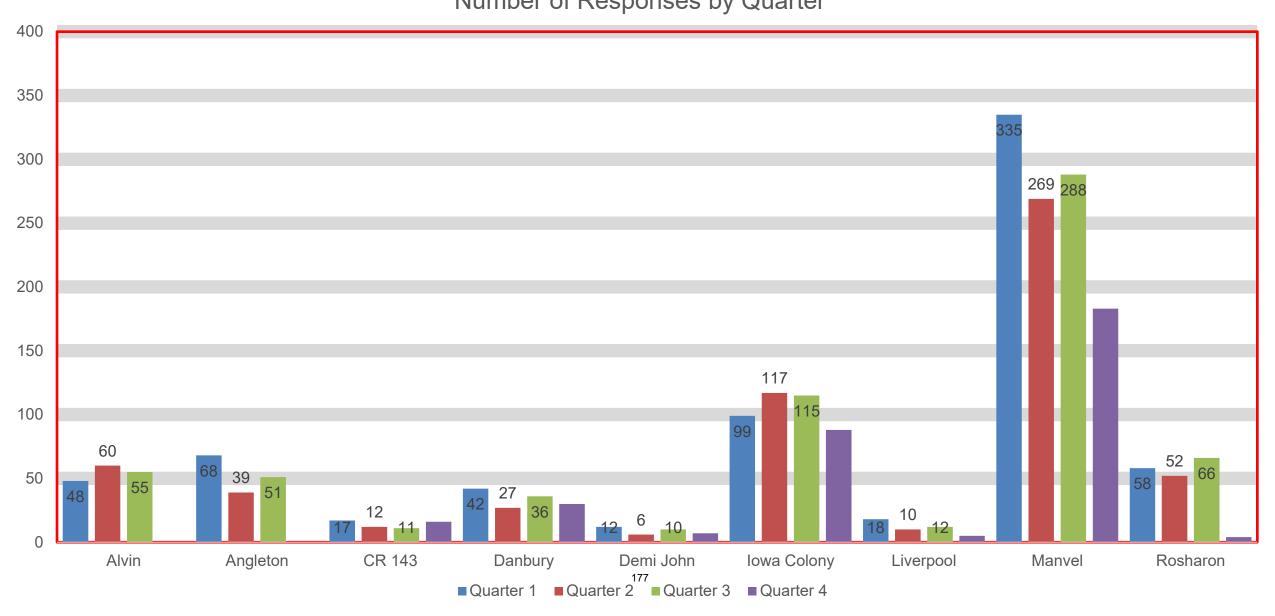
## **Response Times**

Median Response Times in Minutes & Seconds



## Responses

#### Number of Responses by Quarter





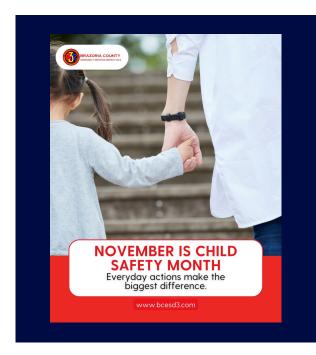
## **Questions?**



## Agenda Item 11

## Communications Report November 2025





November is National Child Safety and Protection Month. ⊕ ↔

It's a great time to check car seats, smoke alarms, helmets, and home safety habits.

Talk with your kids about staying safe at home, on the road, and in your community.

Simple actions today help protect their tomorrow.



Rosharon VFD had a great time at the First Baptist Church fall festival.



The BCESD 3 EMS Division recently completed our required annual cadaver lab training at UTHealth Houston. Our colleagues from Danbury EMS joined us for the training that was led by Joel Benavidez from Memorial Hermann Life Flight.

We would like to thank the UTHealth,
McGovern Medical School Human Structure
Facility, Anatomical Services staff for their
commitment and dedication to our mission of
ensuring high quality clinical education for our
staff. Kurt Clark, Manager of Anatomical
Services and David Hern, Anatomical
Embalmer go above and beyond for our team
to ensure that they have a meaningful
experience.

#### Monthly Communications January 2023 - November 2025

Month/Yr	FB Reach	Insta Reach	Paid Reach	FB	Insta	Website	Web Page
				Followers	Followers	Visits	Views
2023							N - 1 - 2
Jan	25,184	157	13,081	2,179	104	675	1,341
Feb	1,739	157	N/A	2,179	104	1,076	2,402
March	11,699	157	9,686	2,210	103	1,076	2,402
April	6,926	157	2,358	2,219	103	1,074	1,961
May	5,566	15	N/A	2,255	104	825	1,588
June	16,631	3	7,420	2,313	106	686	1,349
July	5,958	18	3,025	2,339	106	657	1,211
August	3,612	33	N/A	2,354	106	663	1,201
September	1,372	2	N/A	2,360	106	726	1,295
October	2,600	2	N/A	2,400	107	735	1,290
November	4,936	18	5,406	2,423	107	730	1,419
December	15,800	2	4,848	2,500	107	622	1,219
2024							
January	3,200	0	N/A	2,487	108	736	1,450
February	6,918	108	3,776	2,503	108	652	1,524
March	3,700	108	N/A	2,503	108	600	1,229
April	8,600	108	4,880	2,600	108	556	1,309
May	3,100	108	N/A	2,600	108	707	1,506
June	27,000	110	26,292	2,600	110	1,506	1,903
July	111,000	2,700	103,504	2,700	110	890	1,816
August	27,119	3,081	20,058	8,587	114	886	2,001
September	21,349	7,514	5,509	2,800	116	937	1,811
October	42,015	395	34,595	2,800	116	1,109	2,133
November	30,000	189	N/A	3,000	117	848	1,706
December	19,451	78	N/A	2,800	118	701	1,394
2025							
January	23,500	144	1,236	2,900	119	775	1,550
February	21,000	216	1,434	2,900	118	858	1,586
March	17,700	263	N/A	2,900	119	871	1,724
April	21,000	232	6,510	2,949	120	1,062	2,021
May	4,400	58	N/A	2,963	120	1,091	1,873
June	5,301	N/A	N/A	2,970	N/A	508	1,088
July	6,266	N/A	N/A	2,999	N/A	630	1,275
August	30,131	N/A	12,239	3,000	N/A	642	1,389
September	47,600	N/A	35,117	3,000	N/A	2,641	4,168
October	5,400	131	N/A	3,100	33	1,094	3,044
November	48,527	99	N/A	3,200	33	904	1,514

#### **Charla Armstrong**

From:

Jeff Braun

Sent:

Tuesday, December 2, 2025 2:29 PM

To: Cc: Charla Armstrong

C. I. S. at.

Cindy Reaves

Subject:

Sheriff Stallman: Revised Mutual Aid Agreement, per HB 33

**Attachments:** 

Mutual Aid Agreement - revised.docx

----- Original message -----

From: Bo Stallman <Bo.Stallman@brazoriacountytx.gov>

Date: 12/1/25 12:15 PM

Subject: Revised Mutual Aid Agreement

#### Good afternoon,

The Brazoria County Sheriff's Office has received feedback from several departments on the previous version of the Mutual Aid Agreement. Upon following-up on the feedback provided, some necessary revisions to the agreement were made. Assistant District Attorney Mary Shine provided an updated format with revisions to the Mutual Aid Agreement.

In this revised Mutual Aid Agreement, you will find verbiage changed to more clearly define each Governmental Entity participating in the agreement. It also addresses the "working protocols agreement" to which it is no longer "incorporated by reference as an exhibit". This affords us the ability to create working protocol agreements after we have had the annual meeting and discussed each provision. Lastly, you will find under section VII. NOTICE that each party involved in the agreement has a point of contact with email, phone and fax information.

Please review the updated Mutual Aid Agreement and fill in each empty blank with the correct information. It is important to note that neither the Brazoria County Sheriff's Office nor, the Texas Department of Public Safety has signed this agreement in the event a local government entity needs verbiage changed within the Mutual Aid Agreement again. If that occurs, the Brazoria County Sheriff's Office will work with that specific local government entity to address any changes that may need to be made.

Once you have completed and signed the Mutual Aid Agreement please email it to our Homeland Security Specialist Carter Heckethorn at CarterH@brazoriacountytx.gov. If you have already submitted the previous Mutual Aid agreement please complete the revised one. Note: the previously submitted/ received Mutual Aid Agreements will be destroyed upon receiving the updated version. Please take proper measures to ensure these Mutual Aid Agreements are submitted by the deadline date Thursday, January 1st, 2025.

I'd like to apologize for any inconvenience and if you have any questions please contact me or Carter Heckethorn.

Thank you,

Sheriff Bo Stallman

bo.stallman@brazoria-county.com (979)864-2214

#### MUTUAL AID AGREEMENT FOR COMPLEX EMERGENCY RESPONSE AND INVESTIGATION PLANNING

#### I. PARTIES

This Mutual Aid Agreement (Agreement) is between the Texas Department of Public Safety (DPS	s), the
Brazoria County Sheriff's Office (County Sheriff's Office), and the	(Loca
Governmental Entity) for Complex Emergency Response and Investigation Planning related to ac	ctive
attack incidents at primary and secondary school facilities in Brazoria County.	

#### II. DEFINITIONS

- A. For purposes of this Agreement, governmental entities that employ first responders include the following:
  - 1. A peace officer described by Texas Code of Criminal Procedure Article 2A.001;
  - 2. An individual included as a fire protection personnel in Texas Government Code Section 419.021; and
  - 3. An individual included as emergency medical services personnel in Health and Safety Code Section 773.003.

#### III. BACKGROUND AND PURPOSE

House Bill (H.B.) 33 of the 89<sup>th</sup> Texas Regular Legislative Session, codified into Texas Government Code Section 772.013, mandates that DPS and certain local governmental entities employing first responders in each County, as identified by the County Sheriff's Office, enter into an agreement that establishes the procedures for the provision of resources, personnel, facilities, equipment, and supplies necessary to respond to active attack incidents at primary and secondary school facilities int the County in a vertically integrated manner.

This Agreement establishes the overall framework for collaboration by the parties and each party's respective duties to carry out the mandates of HB 33. The parties will separately enter into a working protocols agreement that will establish the specific procedures that the parties will follow to ensure the provision of comprehensive resources, personnel, facilities, equipment and supplies necessary for responding to and investigating active attack incidents at primary and secondary school facilities in the County.

#### IV. STATEMENT OF DUTIES TO BE PERFORMED

#### A. DPS RESPONSIBILITIES

- 1. Consult with the County Sheriff's Office to determine which governmental entities employing first responders are reasonably likely to respond to an active attack incident at the primary and secondary school facilities in the County.
- 2. Invite any appropriate federal agencies, as determined by DPS, to participate in the multiagency tabletop exercises and in-person drills.
- 3. Invite any appropriate federal agencies, as determined by DPS, to enter into this Agreement as a Party.

#### B. COUNTY SHERIFF'S OFFICE RESPONSIBILITIES

Provide input to DPS on all the local governmental entities employing first responders that are reasonably likely, in the Sheriff's opinion, to respond to an active attack incident at the primary and secondary school facilities in the County. If the County has more than one school district, the County shall identify, as needed, the different governmental entities likely to respond to the different districts in the County.

#### C. MUTUAL RESPONSIBILITIES

DPS, the County Sheriff's Office and the Local Governmental Entity understand and agree to the following:

- 1. To participate in a multiagency tabletop exercise at least once each odd-numbered year. The parties will collaboratively determine how often the tabletop exercise will be conducted in each odd-numbered year and the date(s) of the exercise.
- 2. To participate in an in-person drill at least once each even-numbered year. The parties will collaboratively determine how often the in-person drill will be conducted in each even-numbered year and the date(s) of the exercise.
- 3. To collaboratively establish procedures in a separate working protocols agreement for the provision of resources, personnel, facilities, equipment, and supplies in responses to critical active attack incidents at primary and secondary school facilities in the County in a vertically integrated fashion. DPS and the County will determine if more than one working protocols agreement is required if the County has more than one school district.
- 4. When establishing the procedures, DPS, County Sheriff's Office and Local Governmental Entity will:
  - a. give priority to establishing the interoperability of communications equipment among the parties to this Agreement;
  - b. establish procedures for interagency coordination in activities arising from critical active attack incidents, including evidence collection;
  - c. set jurisdictional boundaries; and
  - d. determine the capabilities, processes, and expectations among the parties to this Agreement.

#### V. TERM OF CONTRACT AND AMENDMENTS

This Agreement is effective on the date of the last party to sign. The parties will review the Agreement each year from the date of execution to determine if any amendments need to be made. This Agreement may only be amended by mutual written agreement of the parties.

#### VI. NO LIABILITY; NO APPARENT AGENCY AUTHORITY

The parties are associated with each other only for the purposes and to the extent set forth in this Agreement.

The parties agree that they shall have no liability for the actions or omissions of the other parties and are solely responsible for their own actions or omissions; however, only to the extent required by Texas law.

The parties do not have authority for or on behalf of the other parties except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.

#### VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information by giving the other parties written notice and the effective date of the change.

its information by g	iving the other parties written n	otice and the effective date (	of the change.									
If to DPS: Texas Department of Attn: Terry Truett Texas Highway Patr Email: Terry.truett@ Phone: (281) 517-12	ol - Major Odps.texas.gov											
•	s Office: Brazoria County Sheriff	's Office										
Attn: Carter Heckethorn												
Investigations – Homeland Security Email: <a href="mailto:carterh@brazoriacountytx.gov">carterh@brazoriacountytx.gov</a> Phone: (979) 264-5236												
									Fax: (979) 848-8003	}		
									If to Local Governm	ental Entity:		
ii to Local Governiii	(Full Name	of Entity)										
Attn:		,,										
Title:												
Email:												
Phone:												
Fax:												
The undersigned sig respective Parties.	gnatories have full authority to e	nter into this Agreement on	behalf of the									
Signature	Printed Name	Title/Agency	Date									
Signature	Printed Name	Title/Agency	Date									
Signature	Printed Name	Title/Agency	Date									