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 **April 13, 2026, 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. March 9, 2026 – 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.
    c. To review and act to approve the Next Level Prime multi-year contract for employee medical services.
    d. To review and take action to approve EMS Policy and Procedure Revisions.
        i. 1024 Attendance and Time Management – clarification of whom an employee shall report an absence to or if they will be late to work.
        ii. 1120 EMS Division Staffing Plan – policy retitled since the policy directly relates to EMS, M73 hours of operation changed to 24/7/365.
        iii. 3102 Documentation of Patient Care – revised to ensure compliance with new DEA rule enacted March 9, 2026.
        iv. 3103 Controlled Substances Management – revised to ensure compliance with new DEA rule enacted March 9, 2026.
        v. 3105 Quality Assurance / Quality Improvement – revised to ensure compliance with new DEA rule enacted March 9, 2026.
4. Non-Consent Agenda:
    a. Items removed from the Consent Agenda.
5. To review and act on the 2025 audit, including a presentation by the auditor.
6. To review and approve a contract for the PSTrax checklist and inventory management system software.
7. To review and act on the disposition of surplus and salvage property – Station 1 generator.
8. To review and act 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, or approval of construction financing, including but not limited to the following items:

a. Bass Construction pay app #6.
b. Bass Construction pay app #7.
c. Station 1 Alterations – Change Order #1.
d. Rodeo Palms station project: engagement of Bowman for the site survey.
e. Rodeo Palms station project: engagement of Bowman for civil engineering services.
f. Rodeo Palms station project: approve issuing Construction Manager at Risk request for qualifications.
g. AIA Agreement with Slattery Tackett Architects – Vehicle Maintenance Facility.

9. 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 Community Engagement 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, 551.074, 551.076 and 551.0761 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, to deliberate regarding personnel matters, including appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of District personnel, to deliberate regarding security devices or security audits, and to deliberate regarding critical infrastructure facilities and cybersecurity.
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.
15. 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 3ª.i.

MINUTES OF THE MARCH 9, 2026, 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 March 9, 2026, 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, Ben Taub recognition of BCESD3 EMS personnel. Staff from Ben Taub Hospital recognized BCESD 3 EMS Captain Francisco Chavez, and Paramedics Miguel DeLeon, Celianna Flores, Catherine Godden and Veronica Gomez, for their skill, perseverance and compassion during their pre-hospital care. A recess was taken to enjoy cake and take pictures at 6:36 pm. The meeting resumed at 6:43 pm.

The Board then addressed agenda item 4, Consent Agenda – the following items are considered routine by the Board and will be enacted by one motion. No separate discussion occurred on these matters and no items were removed and placed on the Non-Consent Agenda:

a. Approved minutes of the prior meeting.
    i. February 9, 2026 – District Meeting.
b. Approved financial and bookkeeping matters, including payment of the bills and review of reports concerning the District's financial condition and investments.

Commissioner Glaves made a motion to approve all items 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 5, Non-Consent Agenda – items removed from the Consent Agenda. No items were removed, no action taken.

The Board proceeded to agenda item 6, to conduct an annual review of the District's Investment Policy and take any necessary action:

a. Resolution 1: Adoption of Investment Policy.
b. Resolution 2: Appointment of Investment Officer.

John Peeler, legal counsel, mentioned minor revisions to the Investment Policy for 2026. Commissioner Hagdorn made a motion to approve the Investment Policy as presented and to approve Commissioner Glaves as the Investment Officer. The motion was seconded by Commissioner Davis. The motion was approved by a vote of 5 – 0.

The Board then addressed agenda item 7, to review and act on a resolution regarding delegation of authority related to purchasing and operational matters. Jeff Braun, Executive Director, spoke to the board about allowing the Executive Director the ability to approve and authorize operational decisions up to $50,000 where time is of the essence due to date constraints and other factors. There are restrictions in place as to what cannot be purchased or approved. Commissioner Glaves made a motion to approve 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 review and act on ad valorem tax exemptions for 2026. Jeff Braun, Executive Director, discussed the property tax exemptions that are allowed each year under three categories: Homestead, Over 65 years of age and Disability. The Board reviewed the exemptions granted last year: $10,000 for anyone over the age of 65 and persons with disabilities and no exemptions were granted for general Homestead. Commissioner Glaves made a motion to grant the same level of exemptions for 2026 as granted in 2025. The motion was seconded by Commissioner Hagdorn. The motion was approved by a vote of 5 – 0.

The Board then addressed agenda item 9, to review and act on Vehicle Replacement Program. Jeff Braun, Executive Director, addressed the Board about the previous process to replace a vehicle and the current process, using a more sophisticated tracking of repairs, expenses and mileage for each vehicle. Randy Parr, District CPA, gave an overview of the factors used to identify the vehicles to replace. The Program allows for planning of the current need of vehicles and for future needs along with the means available to pay for the systematic replacement of the fleet. Mr. Parr provided a spreadsheet that gave information on the current fleet and estimated

dates of replacement for each vehicle listed. Mr. Braun reminded the commissioners that this is a planning document. Commissioner Glaves made a motion to approve as presented. The motion was seconded by Commissioner Hagdorn. The motion was approved by a vote of 5 – 0.

The next item to be addressed by the Board is agenda item 10, to review and take action on cyber insurance quote proposal from VFIS. Jeff Braun, Executive Director, spoke to the Board regarding the quote supplied by VFIS for cyber coverage due to incidents that have happened in other Districts and similar agencies. Unfortunately, this coverage has become necessary based on exposures and liabilities. Commissioner Hagdorn made a motion to approve the three-million-dollar coverage 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 11, to review and take action to approve the purchase of two (2) Scott X3 Pro Air-Paks from MES for Iowa Colony Volunteer Fire Department. Jack Helton, Fire Services Administrator, spoke to the Board about the air packs being in the current budget to replace existing inventory. Mr. Helton explained that the new air packs are interchangeable with the existing inventory, just a newer version and as with the existing air packs, the new ones will have a 10-year warranty as well. Commissioner Hagdorn made a motion to approve the purchase of the air packs. The motion was seconded by Commissioner Glaves. The motion was approved by a vote of 5 – 0.

The Board then addressed agenda item 12, to review and take action to approve the purchase of a battery-operated extrication cutter for Demi John Fire Department to match the previously purchased extrication spreader and ram. Jack Helton, Fire Services Administrator, spoke to the Board about the need for the extrication cutter to complete the set with the spreader and ram. The money was allocated in the 2026 budget for this purchase. Commissioner Bullington made a motion to approve the purchase of the extrication cutter. The motion was seconded by Commissioner Glaves. The motion was approved by a vote of 5 – 0.

The Board then addressed agenda item 13, to review and take action to approve Harris County Universal Services to perform firmware updates, reprogramming and system alignment services on district supported fire department radios. Jack Helton, Fire Services Administrator, addressed the Board regarding the radios. Jack Helton and Scott Loy have the ability to

reprogram the radios but do not have the ability to tune them or build templates. The templates will allow staff to program the radios in house. This will be a line item in the future to ensure all radios are in a rotation to be maintained with the current firmware updates and tuning. Approval was given by Brazoria County to go directly to Harris County due to the backlog Brazoria County is currently experiencing. Commissioner Davis questioned the reason approval was needed from Brazoria County to go to Harris County. Mr. Helton explained that contractually the District is required to use Brazoria County due to our participation in their system. Commissioner Davis made a motion to approve as presented. The motion was seconded by Commissioner Glaves. The motion was approved by a vote of 5 – 0.

The Board then addressed agenda item 14, to review and take action to approve the purchase of a side-mounted pumper to replace T-760 at Liverpool Fire Department. Jack Helton, Fire Services Administrator, reminded the Board of the pumper lost in November 2025 due to an accident. The Liverpool firehouse is currently under renovation to house a larger apparatus and he has been able to secure another pumper at the same price as the last three previously purchased. The estimated time the truck will come off the line to be in January 2027 and will be on the road around April or May of 2027. Commissioner Glaves made a motion to approve the purchase of the pumper from Metro. The motion was seconded by Commissioner Davis. The motion was approved by a vote of 5 – 0.

The Board then addressed agenda item 15, to review and act on the disposition of surplus and salvage property. Cindy Reaves, Administrative Director, requested the Board authorize the sale and disposition of items that are to be replaced or eliminated through the renovation process. Commissioner Hagdorn made a motion to approve the auction of the items on the list. The motion was seconded by Commissioner Glaves. The motion was approved by a vote of 5 – 0.

The Board then addressed agenda item 16, 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. No action was taken.

The Board then addressed agenda item 17, to receive a report on District EMS operations from District EMS Chief, Tim Welch. Chief Welch opened with the generosity of Danbury EMS to continue to allow the District to borrow an ambulance which was put in service as of this meeting. Unit A-6 will be used as only absolutely needed so it can remain in service until the delivery of the new unit in the fall of 2027. Chief Welch and Chief Lammert looked at a used unit for sale from Frazer. Upon inspection, it was noticed the vehicle had been wrecked and had rear-end issues along with over 110,000 miles. EMS is continuing their search for staff. Chief Welch went over the statistics and the continual increase in calls.

The next item to be addressed by the Board was agenda item 18, to receive a report on District Fire operations from District Fire Services Administrator, Jack Helton. Mr. Helton informed the Commissioners of the continual issues with the ESO System, so he was not able to compile the normal information for his report. He was able to go over Operative IQ tickets regarding fleet maintenance and how the purchase of the lifts has impacted how quickly staff is able to complete repairs and find other issues with vehicles as they are at the district maintenance facility. Mr. Helton talked about the gear cleaning that is currently taking place and a conversation with Brazoria County Sheriff's Department regarding dispatching fees. He informed the board that the Brazoria County Sheriff's Office is currently revising the plan and the costs associated with calls and technology fees.

The Board then addressed agenda item 19, to receive the Community Engagement report from Cindy Reaves, Administrative Director. Mrs. Reaves reported the new contacts that have been made through attending different events, including the Chamber Gala. She talked about the meeting with the City of Liverpool and the recruitment event scheduled for April 25th. She went over the social media growth and the additional information provided in the report. She stated that the 2026 goals for the 10 new contacts for the month were obtained in February. Increasing the membership of the Community Engagement Committee is in progress. She is currently in the process of obtaining quotes for educational materials for future consideration by the Board.

The Board then addressed agenda item 20, to receive an update on operations and administration from Executive Director, Jeff Braun. Mr. Braun informed the Board of the audit

kick off meeting and that the audit is underway. The renovation project at Station 1 is going well with the completion date of around April 20th. MUD 21 and MUD 22 are in the process of getting with John Peeler, legal counsel, with questions regarding the renovations at EMS Station 2 and the goal of approval to be in March. Jeff Braun will be meeting with the Building Committee and David Slattery with some issues related to the Rodeo Palms project. He discussed the 10-day event at The Church at Masters Road and the possible impact it could have on the District with traffic and parking

The Board then addressed agenda item 21, to meet in Closed Session under Government Code 551.071, 551.072, 551.074 , 551.076 and 551.0761 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, to deliberate regarding security devices or security audits and to deliberate regarding critical infrastructure facilities and cybersecurity.

The Board moved to Closed Session at 7:46 P.M.

The Board reconvened in Open Session at 8:03 P.M.

The Board proceeded to address agenda item 22, 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 was taken.

The meeting was adjourned at 8:03 P.M.

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Matt Glaves, Secretary/Treasurer

Agenda Item 3b

Brazoria County

Emergency Services District No. 3

Financial Report

March 31, 2026

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April 8, 2026

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

RE: **March Financial Report**

Commissioners:

Attached are the financial reports for the District for March 2026. Included in the report package are the comparative balance sheet, summarized and detailed versions of the consolidated actual versus budget reports through March, preliminary EMS unit actual to budget report for March, Fire unit actual vs budget report for March, and the 1st Quarter Investment Report that requires the signature of the investment of the District's investment officer.

Highlights of the report include:

Balance Sheet Accounts:

Total cash available on March 31, 2026, is $25,610,134 versus $20,560,174at the same time last year. Included in the cash balances is the $1,590,222 balance of the proceeds from the $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 $2,370,168 and $21,848,924, respectively. With interest rates at approximately 3.78%, interest earnings on these accounts total $82,127 for the month of March. 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 decrease over the next several months as the significant amount of property tax revenues have been collected and expenses will exceed operating revenues, and we will continue to monitor cash balances and make transfers as deemed appropriate.

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. We recently spoke with First State Bank regarding a "CD Ladder" using one or two of the investment products available through their institution.

Property tax receivables and deferred revenues are reconciled through March.

The narrative of this report will provide comments on the entirety of the District's Operations and Administration as well as separately on the EMS Operations and Fire Operations.

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 through February are $11,098,667, or about 90% of the budgeted amount, and include the current year tax collections received prior to December 31, 2025.

EMS collections for February were $112,454 and total $371,420 for the year. The total for the three months is in line with the budget at about 23%.

First quarter 2026 billings to the two MUD districts have been made using the amended budget amounts.

District administrative salaries and benefits are $139,717 through March or approximately 25% of the 2026 budget. Total administrative expenses paid through March are 18.5% with no significant category having any remarkable amounts.

Service provider costs paid in January for the first quarter are in line with expectations.

District wide operating salaries and benefits total $1,335,429 through March versus a budgeted amount of $5,659,814 or about 24% of the 2026 budget. This is in line with the expected 25% for three months. Annual renewal payments on various software licenses have occurred and slightly distort the usage percentage. Similarly, quarterly communications contract payments made in the first three months of the year distort the usage percentage,

Other Receipts

Interest income on the TexPool, Texas Class and Wells Fargo Sweep accounts, excluding the I&S Debt Service funds through March is $225,799 against a budgeted amount of $862,000 for the year. Invested cash balances will begin to decrease beginning in April as the majority of 2026 property tax revenues have been received.

Capital Expenditures

The March contractor's invoice for the renovation at EMS Station 1 was not received in time to be included in this report. Through March, capital expenditures for building renovations total $360,906. The lifts for the fleet maintenance operation have been received with $54,611 being paid through March.

Debt Service Fund

I&S property tax receipts were $493,439 through March including amounts received prior to December 31, 2025. Most of these funds were transferred to a separate account at Texas Class and earned $721 in March.

The debt service payment for the Iowa Colony Station was made in February.

EMS Operations

Patient service revenue collections are $371,218 through March.

Operating expenses of the EMS division are $967,032 through March and are in line with budget expectations. Total salaries and benefits through March are at 23% of the annual budget.

Fire Operations

Salaries and benefits are $41,284 through March but it appears some items currently shown in this certain unit budget should be in the fleet and/or facilities units so we will be analyzing those changes and proposing a budget amendment at the May meeting. Minimal expenditure occurred in this unit in the first three months of 2026.

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

Brazoria County ESD 3
Balance Sheet Comparison

	Total	
	As of Mar 31, 2026	As of Mar 31, 2025 (PY)
ASSETS		
Current Assets		
Bank Accounts		
11100 Checking accounts		
11110 Wells Fargo	1,342,690.67	13,914.22
11120 Wells Fargo Collections	48,352.00	353,015.42
11130 Wells Fargo Sweep	0.00	11,591,734.64
Total 11100 Checking accounts	**$ 1,391,042.67**	**$ 11,958,664.28**
11200 Investment accounts		
11210 Texas Class Bank Account		
11211 General	18,925,858.93	331,125.09
11212 Reserve-Equipment & PPE	268,239.32	257,251.78
11213 Reserve-Vehicle Replacement	730,677.30	700,747.55
11214 Reserve-Liverpool	24,929.78	1,003.26
11215 Reserve-Building Improvements	74,995.05	71,923.10
11216 EMS Reserve Fund	2,764.99	4,539,294.70
11217 I&S Debt Service Fund	225,236.58	424,383.41
11218 Texas Class - Webster Loan Funds	1,596,221.95	
Total 11210 Texas Class Bank Account	**$ 21,848,923.90**	**$ 6,325,728.89**
11230 TexPool		
11231 Investment Texpool	2,370,167.69	2,275,780.60
Total 11230 TexPool	**$ 2,370,167.69**	**$ 2,275,780.60**
Total 11200 Investment accounts	**$ 24,219,091.59**	**$ 8,601,509.49**
Total Bank Accounts	**$ 25,610,134.26**	**$ 20,560,173.77**
Accounts Receivable		
12100 Property taxes receivable		
12101 M&O taxes	3,732,210.72	1,392,157.62
12107 Penalties & interest	179,330.53	179,330.53
Total 12100 Property taxes receivable	**$ 3,911,541.25**	**$ 1,571,488.15**
Accounts Receivable (A/R)	(48,216.52)	139,953.50
Total Accounts Receivable	**$ 3,863,324.73**	**$ 1,711,441.65**
Other Current Assets		
12210 Sweep account interest	0.00	(0.02)
12215 Due from other gov agency	375,139.86	375,139.86
13115 Net pension assets	93,689.00	93,689.00
15000 Prepaid expenses		
15110 Prepaid Insurance	44,181.33	44,181.33
15130 Prepaid Lease	6,381.41	6,381.41

Brazoria County ESD 3
Balance Sheet Comparison

	Total	
	As of Mar 31, 2026	As of Mar 31, 2025 (PY)
Total 15000 Prepaid expenses	$ 50,562.74	$ 50,562.74
19050 Deferred outflows - pension plan charges	70,057.00	70,057.00
Total Other Current Assets	$ 589,448.60	$ 589,448.58
Total Current Assets	$ 30,062,907.59	$ 22,861,064.00
Fixed Assets		
16000 Fixed Assets		
16100 Land	915,908.99	915,908.99
16200 Buildings	9,225,068.97	9,225,068.97
16220 Construction in Progress - New Fire EMS Station	41,381.75	41,381.75
16221 Architect	104,086.50	
16222 Construction contract	282,826.00	
16223 Other const related costs	62,319.80	
16224 Furniture	66,646.78	
Total 16220 Construction in Progress - New Fire EMS Station	$ 557,260.83	$ 41,381.75
16230 Maintenance building		
16231 Architect	6,825.00	
Total 16230 Maintenance building	$ 6,825.00	$ -
16240 Rodeo Palms		
16241 Architect	12,495.00	
Total 16240 Rodeo Palms	$ 12,495.00	$ -
16250 Lakes of Savanah		
16251 Architect	8,122.50	
Total 16250 Lakes of Savanah	$ 8,122.50	$ -
Total 16200 Buildings	$ 9,809,772.30	$ 9,266,450.72
16300 Apparatus & support vehicles	7,611,683.89	7,561,683.89
16310 Apparatus downpayments	1,200,000.00	
Total 16300 Apparatus & support vehicles	$ 8,811,683.89	$ 7,561,683.89
16400 Equipment	816,716.66	728,383.00
16950 Accumulated depreciation	(5,774,515.31)	(5,008,338.13)
Total 16000 Fixed Assets	$ 14,579,566.53	$ 13,464,088.47
17000 Right of Use Fixed Assets		
17100 RU Buildings	581,085.35	581,085.35
17200 RU Equipment	239,190.22	239,190.22
17900 Accumulated amortization - RU	(429,743.82)	(381,046.65)
Total 17000 Right of Use Fixed Assets	$ 390,531.75	$ 439,228.92
Total Fixed Assets	$ 14,970,098.28	$ 13,903,317.39
Other Assets		
18000 Other assets		

Brazoria County ESD 3
Balance Sheet Comparison

	Total	
	As of Mar 31, 2026	As of Mar 31, 2025 (PY)
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	$ 45,047,770.04	$ 36,779,145.56
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable (A/P)	(546,928.87)	210,490.20
Total Accounts Payable	$ (546,928.87)	$ 210,490.20
Credit Cards		
1013 Citibank	21,462.73	20,242.01
Total Credit Cards	$ 21,462.73	$ 20,242.01
Other Current Liabilities		
20115 Other accounts payable	(325,961.82)	(325,961.82)
21300 Payroll taxes		
21310 Federal withholding	0.01	0.00
21320 FICA	(64.04)	0.00
21330 Medicare	(14.97)	0.00
Total 21300 Payroll taxes	$ (79.00)	$ -
21400 Payroll Liability	49,638.72	49,638.72
21411 TCDRS	(12,632.09)	2,801.58
21413 FSA Payable	3,278.17	547.52
21414 Child Support	0.06	0.01
21415 AFLAC	(880.83)	(149.58)
Total 21400 Payroll Liability	$ 39,404.03	$ 52,838.25
22000 Other liabilities	0.00	0.00
22100 Retainage payable		
22101 EMS Station 1	14,141.30	
Total 22100 Retainage payable	$ 14,141.30	$ -
Total 22000 Other liabilities	$ 14,141.30	$ -
22010 Accrued interest on debt	45,553.51	(5,377.31)
22105 Other audit liabilities	79,975.65	79,975.65
23000 Deferred Revenue	0.00	0.00
23101 Property taxes	(1,916,780.82)	(4,256,915.12)
23111 Prepaid M&O taxes	5,968,962.83	5,968,962.83
23112 Prepaid I&S taxes	313,222.10	313,222.10
Total 23000 Deferred Revenue	$ 4,365,404.11	$ 2,025,269.81

Brazoria County ESD 3
Balance Sheet Comparison

	Total	
	As of Mar 31, 2026	As of Mar 31, 2025 (PY)
29025 Net pension liability	37,762.00	37,762.00
29050 Deferred inflows - pension plan charges	(5,970.00)	(5,970.00)
Total Other Current Liabilities	**$ 4,250,229.78**	**$ 1,858,536.58**
Total Current Liabilities	**$ 3,724,763.64**	**$ 2,089,268.79**
Long-Term Liabilities		
28000 Loans & capital leases		
28100 Notes payable		
28101 Note Payable - Trustmark - 2 ambulances	391,180.27	458,581.71
28102 Notes Payable - Gov Cap - Iowa Colony Fire Station	6,192,511.20	6,489,877.64
28103 Prosperity Bank - Manvel EMS Station	373,076.26	447,691.48
28104 Note payable - Webster Bank - EMS bldg renovation	2,000,000.00	
Total 28100 Notes payable	**$ 8,956,767.73**	**$ 7,396,150.83**
28200 Capital leases		
28201 Santander Bank - 1 ambulance	59,426.97	85,240.59
28202 Wells Fargo - Manvel VFD fire station	297.90	45,090.34
Total 28200 Capital leases	**$ 59,724.87**	**$ 130,330.93**
Total 28000 Loans & capital leases	**$ 9,016,492.60**	**$ 7,526,481.76**
Total Long-Term Liabilities	**$ 9,016,492.60**	**$ 7,526,481.76**
Total Liabilities	**$ 12,741,256.24**	**$ 9,615,750.55**
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	15,272,786.71	12,073,369.15
Net Income	8,995,216.66	7,051,515.43
Total Equity	**$ 32,306,513.80**	**$ 27,163,395.01**
TOTAL LIABILITIES AND EQUITY	**$ 45,047,770.04**	**$ 36,779,145.56**

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of	Total			
	March	Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
	SUMMARIZED				
GENERAL FUND					
REVENUES					
Total 40010 M&O property tax revenue	$ 215,294.17	$ 11,098,666.57	$ 12,337,920.00	$ (1,239,518.35)	89.96%
Total 40100 Revenues from services	$ 112,454.16	$ 371,420.40	$ 1,628,038.00	$ (1,256,617.60)	22.81%
Total 40210 Other service revenue	$ -	$ 190,240.02	$ 760,960.00	$ (570,719.98)	25.00%
Total Income	**$ 327,748.33**	**$ 11,660,326.99**	**$ 14,726,918.00**	**$ (3,066,855.93)**	**79.18%**
EXPENSES					
ADMINISTRATIVE					
Total 60100 Commissioner expenses	$ 2,400.00	$ 9,461.20	$ 36,000.00	$ (26,538.80)	26.28%
Total 60130 SAFE-D expenses	$ -	$ 13,928.80	$ 27,875.00	$ (13,946.20)	49.97%
Total 60140 Marketing	$ -	$ 3,683.12	$ 46,660.00	$ (42,976.88)	7.89%
Total 60150 Community education	$ -	$ 2,288.13	$ 14,000.00	$ (11,711.87)	16.34%
Total 60210 Administrative salaries & wages	$ 34,711.82	$ 105,604.62	$ 491,008.00	$ (385,403.38)	21.51%
Total 60239 Benefits	$ 13,522.45	$ 34,112.58	$ 203,066.00	$ (168,953.42)	16.80%
Total 60200 Salaries & benefits	$ 48,234.27	$ 139,717.20	$ 694,074.00	$ (554,356.80)	20.13%
Total 60300 Office expense	$ 2,077.34	$ 13,898.30	$ 90,825.00	$ (76,926.70)	15.30%
Total 60400 Professional fees	$ 33,309.19	$ 156,613.65	$ 869,782.00	$ (713,168.35)	18.01%
Total 60500 Training	$ -	$ 1,289.76	$ 64,000.00	$ (62,710.24)	2.02%
Total 60000 ADMINISTRATIVE EXPENSES	**$ 86,020.80**	**$ 340,880.16**	**$ 1,843,216.00**	**$ (1,502,335.84)**	**18.49%**
OPERATIONS					
Total 70100 Service provider operations	$ -	$ 639,333.57	$ 2,499,121.00	$ (1,859,787.43)	25.58%
Total 70210 Salaries & wages expenses	$ 335,260.69	$ 992,927.87	$ 4,396,431.00	$ (3,403,503.13)	22.58%
Total 70239 Benefits	$ 62,115.95	$ 342,501.50	$ 1,263,383.00	$ (920,881.50)	27.11%
Total 70200 Operation salaries & benefits	$ 397,376.64	$ 1,335,429.37	$ 5,659,814.00	$ (4,324,384.63)	23.59%
Total 70300 Insurance costs	$ 90,558.84	$ 90,558.84	$ 289,564.00	$ (199,005.16)	31.27%
Total 70350 Fleet operations	$ 18,517.01	$ 115,511.25	$ 660,939.00	$ (545,427.75)	17.48%
Total 70400 Facilities	$ 21,141.16	$ 79,178.79	$ 419,250.00	$ (340,071.21)	18.89%
Total 70460 Equipment costs	$ 28,661.53	$ 51,354.37	$ 183,100.00	$ (131,745.63)	28.05%
Total 70500 Other personnel costs	$ 829.10	$ 7,771.01	$ 98,391.00	$ (90,619.99)	7.90%
Total 70520 Training costs	$ 342.95	$ 19,213.78	$ 109,424.00	$ (90,210.22)	17.56%
Total 70550 Other supplies	$ -	$ 7,354.40	$ 44,825.00	$ (37,470.60)	16.41%

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
Total 70560 Medical supplies	$ 11,000.74	$ 41,151.00	$ 209,901.00	$ (168,750.00)	19.60%
Total 70570 FRO Program costs	$ -	$ 70.00	$ 22,175.00	$ (22,105.00)	0.32%
Total 70600 Technology	$ 6,845.55	$ 55,363.97	$ 165,367.00	$ (110,003.03)	33.48%
Total 70650 Communications	$ 911.94	$ 59,699.53	$ 254,953.00	$ (195,253.47)	23.42%
Total 70700 Volunteer expenses	$ 7,427.67	$ 16,752.01	$ 161,865.00	$ (145,392.99)	10.35%
Total 70750 Operational professional fees	$ 11,999.43	$ 33,739.59	$ 145,849.00	$ (112,109.41)	23.13%
Total 70780 Other expenses	$ -	$ 2,789.93	$ -	$ 2,789.93	
Total 70790 Disaster expenses	$ -	$ 353.73	$ -	$ 353.73	
Total 70000 OPERATIONS	**$ 595,612.56**	**$ 2,555,625.14**	**$ 10,924,538.00**	**$ (8,369,192.86)**	**23.39%**
Total Expenses	**$ 681,633.36**	**$ 2,896,505.30**	**$ 12,767,754.00**	**$ (9,871,528.70)**	**22.69%**
NET CASH FLOW FROM OPERATIONS (DEFICIT)	**$ (353,885.03)**	**$ 8,763,821.69**	**$ 1,959,164.00**	**$ 6,804,672.77**	**447.32%**
OTHER SOURCES & USES OF CASH					
Other Sources					
Total 80010 Interest Earned	$ 85,041.74	$ 225,799.77	$ 862,000.00	$ (636,200.23)	26.19%
Total 80020 Other Revenue	$ -	$ 23,134.02	$ 20,000.00	$ 3,134.02	115.67%
Total 80030 Insurance proceeds	$ -	$ 217,247.53	$ -	$ 217,247.53	
Total 80050 Contributions	$ -	$ 569.50	$ 10,000.00	$ (9,430.50)	5.70%
Total 80060 Grant proceeds	$ -	$ 5,675.67	$ -	$ 5,675.67	
Total 83000 Loan proceeds	$ -	$ -	$ 3,150,000.00	$ (3,150,000.00)	0.00%
Total 80000 Other sources of cash	**$ 85,041.74**	**$ 472,426.49**	**$ 4,042,000.00**	**$ (3,569,573.51)**	**11.69%**
Other Uses					
Capital Expenditures					
Total 90180 Technology	$ -	$ -	$ 18,000.00	$ (18,000.00)	0.00%
Total 90200 Buildings	$ 1,196.33	$ 360,905.98	$ 1,581,372.00	$ (1,220,466.02)	22.82%
Total 90300 Equipment	$ 1,669.25	$ 70,245.24	$ 908,822.00	$ (838,576.76)	7.73%
Total 90400 Apparatus purchases	$ 73,446.00	$ 73,446.00	$ 3,434,846.00	$ (3,361,400.00)	2.14%
Total 90500 Support vehicles purchases	$ -	$ -	$ 710,250.00	$ (710,250.00)	0.00%
Total 90010 Capital expenditures	**$ 76,311.58**	**$ 504,597.22**	**$ 6,653,290.00**	**$ (6,148,692.78)**	7.58%
M&O Funded Debt Service					
Total 92100 Principal payments	$ -	$ -	$ 103,019.00	$ (103,019.00)	0.00%
Total 92200 Interest paid	$ -	$ -	$ 20,337.00	$ (20,337.00)	0.00%
Total 92000 M&O Funded debt service	**$ -**	**$ -**	**$ 123,356.00**	**$ (123,356.00)**	**0.00%**
Total other uses of cash	**$ 76,311.58**	**$ 504,597.22**	**$ 6,776,646.00**	**$ (6,272,048.78)**	**7.45%**
Net Other Sources (Uses) of Cash	**$ 8,730.16**	**$ (32,170.73)**	**$ (2,734,646.00)**	**$ 2,702,475.27**	**1.18%**
GENERAL FUND NET CASH FLOW (DEFICIT)	**$ (345,154.87)**	**$ 8,731,650.96**	**$ (775,482.00)**	**$ 9,507,148.04**	

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
DEBT SERVICE FUND					
REVENUES					
Total 95100 Property tax revenue	$ 9,512.19	$ 493,438.80	$ 543,900.00	$ (50,461.20)	90.72%
Total 95200 Interest earnings	$ 721.15	$ 2,106.43	$ 6,000.00	$ (3,893.57)	35.11%
Total 95000 Revenues	**$ 10,233.34**	**$ 495,545.23**	**$ 549,900.00**	**$ (54,354.77)**	**90.12%**
EXPENDITURES					
Total 96120 Principal payments	$ -	$ 151,504.32	$ 541,641.00	$ (390,136.68)	27.97%
Total 96160 Interest payments	$ -	$ 80,475.21	$ 260,080.00	$ (179,604.79)	30.94%
Total 96100 Debt service	**$ -**	**$ 231,979.53**	**$ 801,721.00**	**$ (569,741.47)**	**28.94%**
DEBT SERVICE FUND CASH FLOW (DEFICIT)	**$ 10,233.34**	**$ 263,565.70**	**$ (251,821.00)**	**$ 515,386.70**	**-104.66%**
DISTRICT WIDE CASH FLOW (DEFICIT)	**$ (334,921.53)**	**$ 8,995,216.66**	**$ (1,027,303.00)**	**$ 10,022,534.74**	

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
		DETAIL			
Income					
40010 M&O property tax revenue					
40011 Current	193,601.35	10,985,500.83	12,184,420.00	(1,198,919.17)	90.16%
40012 Prior years	3,121.76	19,389.67	75,000.00	(55,610.33)	25.85%
40013 Ag	1,022.25	17,233.75	5,000.00	12,233.75	344.68%
40014 Rendition penalties	59.47	42,613.61	1,500.00	41,113.61	2840.91%
40015 Rendition penalty fees	(3.01)	1,677.75	-	1,677.75	
40016 SIT collections		63.99	-	63.99	
40019 Excess proceeds	264.92	264.92			
40021 Penalties	12,172.81	19,647.73	45,000.00	(25,352.27)	43.66%
40022 Interest	5,054.62	8,385.56	25,000.00	(16,614.44)	33.54%
40032 Unclaimed property tax overpayments		3,888.76	2,000.00	1,888.76	194.44%
Total 40010 M&O property tax revenue	**$ 215,294.17**	**$ 11,098,666.57**	**$ 12,337,920.00**	**$ (1,239,518.35)**	**89.96%**
40100 Revenues from services					
40120 EMS patient revenues					
40120A Transport Revenues					
40121 Medicare	37,793.89	76,304.59		76,304.59	
40122 Contract	74,660.27	291,967.11		291,967.11	
40124 Self pay		1,236.30		1,236.30	
40125 Private insurance		1,912.40		1,912.40	
40129 Other patient revenues			1,596,984.00	(1,596,984.00)	0.00%
Total 40120A Transport Revenues	**$ 112,454.16**	**$ 371,420.40**	**$ 1,596,984.00**	**$ (1,225,563.60)**	**23.26%**
Total 40120 EMS patient revenues	**$ 112,454.16**	**$ 371,420.40**	**$ 1,596,984.00**	**$ (1,225,563.60)**	**23.26%**
40201 Administrative Services Provided (E. TX. Gulf Coast)			10,702.00	(10,702.00)	0.00%
40204 Rental income				0.00	
40205 EMS Standby fees			20,352.00	(20,352.00)	0.00%
Total 40100 Revenues from services	**$ 112,454.16**	**$ 371,420.40**	**$ 1,628,038.00**	**$ (1,256,617.60)**	**22.81%**
40210 Other service revenue					
40141 MUD billings					
40142 MUD 21	-	95,120.01	380,480.00	(285,359.99)	25.00%
40143 MUD 22	-	95,120.01	380,480.00	(285,359.99)	25.00%
Total 40141 MUD billings	**$ -**	**$ 190,240.02**	**$ 760,960.00**	**$ (570,719.98)**	**25.00%**
Total 40210 Other service revenue	**$ -**	**$ 190,240.02**	**$ 760,960.00**	**$ (570,719.98)**	**25.00%**
Total Income	**$ 327,748.33**	**$ 11,660,326.99**	**$ 14,726,918.00**	**$ (3,066,855.93)**	**79.18%**

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
Gross Profit	**$ 327,748.33**	**$ 11,660,326.99**	**$ 14,726,918.00**	**$ (3,066,855.93)**	**79.18%**
Expenses					
60000 ADMINISTRATIVE EXPENSES					
60100 Commissioner expenses					
60110 Board Compensation Policy	1,950.00	9,000.00	36,000.00	(27,000.00)	25.00%
60115 Board Committee Meeting Expenses	450.00	461.20		461.20	
Total 60100 Commissioner expenses	**$ 2,400.00**	**$ 9,461.20**	**$ 36,000.00**	**$ (26,538.80)**	**26.28%**
60130 SAFE-D expenses					
60131 Membership dues			1,275.00	(1,275.00)	0.00%
60132 Conference registration			5,300.00	(5,300.00)	0.00%
60133 Training sessions			5,300.00	(5,300.00)	0.00%
60134 Conference travel, meals & lodging	0.00	13,928.80	16,000.00	(2,071.20)	87.06%
Total 60130 SAFE-D expenses	**$ -**	**$ 13,928.80**	**$ 27,875.00**	**$ (13,946.20)**	**49.97%**
60140 Marketing					
60141 Community engagement meetings		294.00	3,200.00	(2,906.00)	9.19%
60142 Awards - Employee Recognition		1,162.54	11,160.00	(9,997.46)	10.42%
60143 Printed materials			3,000.00	(3,000.00)	0.00%
60144 Chamber of Commerce memberships		1,236.00	4,500.00	(3,264.00)	27.47%
60145 Chamber of Commerce functions		585.40	2,300.00	(1,714.60)	25.45%
60146 Promotional materials			3,000.00	(3,000.00)	0.00%
60147 Marketing materials		39.94	1,000.00	(960.06)	3.99%
60148 Advertising costs		338.64	6,500.00	(6,161.36)	5.21%
60149 Photography/videography			12,000.00	(12,000.00)	0.00%
60156 Mileage reimbursement		26.60		26.60	
Total 60140 Marketing	**$ -**	**$ 3,683.12**	**$ 46,660.00**	**$ (42,976.88)**	**7.89%**
60150 Community education					
60151 Printed materials	-	-	1,500.00	(1,500.00)	0.00%
60152 County filing fees	-	-	500.00	(500.00)	0.00%
60153 Consultant fees	-	2,288.13	12,000.00	(9,711.87)	19.07%
Total 60150 Community education	**$ -**	**$ 2,288.13**	**$ 14,000.00**	**$ (11,711.87)**	**16.34%**
60200 Salaries & benefits					
60210 Administrative salaries & wages					
60211 Salaries	31,971.78	92,456.31	446,209.00	(353,752.69)	20.72%
60212 Overtime	1,508.44	7,164.11	19,799.00	(12,634.89)	36.18%
60221 Holiday pay	956.10	4,670.10	-	4,670.10	

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
60223 Sick time	275.50	1,314.10	-	1,314.10	
60227 Merit increases	-	-	25,000.00	(25,000.00)	0.00%
Total 60210 Administrative salaries & wages	**$ 34,711.82**	**$ 105,604.62**	**$ 491,008.00**	**$ (385,403.38)**	**21.51%**
60239 Benefits					
60240 Payroll taxes					
60241 FICA	2,119.92	6,460.98	30,442.00	(23,981.02)	21.22%
60242 Medicare	495.81	1,511.07	7,119.00	(5,607.93)	21.23%
60243 Unemployment tax - TWC	3,510.00	3,820.79	490.00	3,330.79	779.75%
Total 60240 Payroll taxes	**$ 6,125.73**	**$ 11,792.84**	**$ 38,051.00**	**$ (26,258.16)**	**30.99%**
60250 Medical insurance					
60251 Medical insurance - employees	3,100.08	9,300.24	75,095.00	(65,794.76)	12.38%
60261 Dental insurance - employees	145.00	435.00	18,731.00	(18,296.00)	2.32%
60262 Dental insurance - dependents	126.60	379.80	12,487.00	(12,107.20)	3.04%
60263 Vision insurance - employees	30.06	90.18	474.00	(383.82)	19.03%
60264 Vision insurance - dependents	25.68	77.04	284.00	(206.96)	27.13%
Total 60250 Medical insurance	**$ 3,427.42**	**$ 10,282.26**	**$ 107,071.00**	**$ (96,788.74)**	**9.60%**
60270 Other employee benefits					
60271 Basic life insurance	82.50	247.50	990.00	(742.50)	25.00%
60272 Supplemental life insurance	122.20	366.60	1,158.00	(791.40)	31.66%
60273 Dependent life insurance	19.15	57.45	270.00	(212.55)	21.28%
60274 AD&D	13.50	40.50	161.00	(120.50)	25.16%
60275 Supplemental AD&D	5.70	17.10	61.00	(43.90)	28.03%
60276 Dependent AD&D	1.95	5.85	27.00	(21.15)	21.67%
60277 Short-term disability	190.31	570.93	1,634.00	(1,063.07)	34.94%
60278 Long-term disability	97.47	292.41	837.00	(544.59)	34.94%
60279 Next Level Prime	375.00	1,125.00	4,500.00	(3,375.00)	25.00%
Total 60270 Other employee benefits	**$ 907.78**	**$ 2,723.34**	**$ 9,638.00**	**$ (6,914.66)**	**28.26%**
60280 Workers' compensation					
60281 Workers comp policy costs			5,000.00	(5,000.00)	0.00%
Total 60280 Workers' compensation	**$ -**	**$ -**	**$ 5,000.00**	**$ (5,000.00)**	**0.00%**
60290 Pension					
60291 TCDRS pension matching	3,061.52	9,314.14	43,306.00	(33,991.86)	21.51%
Total 60290 Pension	**$ 3,061.52**	**$ 9,314.14**	**$ 43,306.00**	**$ (33,991.86)**	**21.51%**
Total 60239 Benefits	**$ 13,522.45**	**$ 34,112.58**	**$ 203,066.00**	**$ (168,953.42)**	**16.80%**
Total 60200 Salaries & benefits	**$ 48,234.27**	**$ 139,717.20**	**$ 694,074.00**	**$ (554,356.80)**	**20.13%**
60300 Office expense					

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
60301 Supplies - Office		4,517.89	22,600.00	(18,082.11)	19.99%
60302 Supplies - Postage & Shipping		346.65	6,600.00	(6,253.35)	5.25%
60303 Sundry - Dues & Memberships		122.10	21,103.00	(20,980.90)	0.58%
60304 Sundry - Subscriptions	1,332.82	6,238.60	29,214.00	(22,975.40)	21.35%
60305 Bank Charges	538.79	1,569.97	5,308.00	(3,738.03)	29.58%
60306 Copier charges	205.73	766.11	2,000.00	(1,233.89)	38.31%
60310 Meeting Expense		136.98	1,500.00	(1,363.02)	9.13%
60311 Bonding Fees		200.00	500.00	(300.00)	40.00%
60312 Office Equipment Rental/Lease	-	-	2,000.00	(2,000.00)	0.00%
Total 60300 Office expense	**$ 2,077.34**	**$ 13,898.30**	**$ 90,825.00**	**$ (76,926.70)**	**15.30%**
60400 Professional fees					
60410 Legal					
60411 Legal - General Counsel	6,641.25	19,178.75	90,000.00	(70,821.25)	21.31%
60413 Legal - Litigation		210.00	20,000.00	(19,790.00)	1.05%
60414 Published Legal Notices			5,000.00	(5,000.00)	0.00%
Total 60410 Legal	**$ 6,641.25**	**$ 19,388.75**	**$ 115,000.00**	**$ (95,611.25)**	**16.86%**
60416 Election Costs	-	-	40,000.00	(40,000.00)	0.00%
60421 Bookkeeping Fees	-	-		-	
60422 Audit Fees	18,000.00	18,000.00	75,000.00	(57,000.00)	24.00%
60423 Payroll processing fees	1,672.94	5,292.77	7,500.00	(2,207.23)	70.57%
60424 Management consulting		40,304.93	275,000.00	(234,695.07)	14.66%
60425 Other consulting projects	1,995.00	3,990.00	75,000.00	(71,010.00)	5.32%
60426 Sales tax consultant	-	-	20,000.00	(20,000.00)	0.00%
60427 Financial consulting	5,000.00	15,000.00	60,000.00	(45,000.00)	25.00%
60428 Brazoria County Tax Collector	-	-	25,000.00	(25,000.00)	0.00%
60429 Appraisal District	-	53,324.50	99,782.00	(46,457.50)	53.44%
60431 FSA Plan Admin services	-	1,312.70	2,500.00	(1,187.30)	52.51%
60435 Salary surveys	-	-	15,000.00	(15,000.00)	0.00%
60442 Architectural projects	-	-	60,000.00	(60,000.00)	0.00%
Total 60400 Professional fees	**$ 33,309.19**	**$ 156,613.65**	**$ 869,782.00**	**$ (713,168.35)**	**18.01%**
60500 Training					
60501 Training classes	-	9.80	5,000.00	(4,990.20)	0.20%
60502 Professional development	-	-	7,000.00	(7,000.00)	0.00%
60503 Travel costs	0.00	935.98	12,000.00	(11,064.02)	7.80%
60504 Sraff development	-	343.98	15,000.00	(14,656.02)	2.29%
60505 Operative IQ	-	-	25,000.00	(25,000.00)	0.00%
Total 60500 Training	**$ -**	**$ 1,289.76**	**$ 64,000.00**	**$ (62,710.24)**	**2.02%**

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
Total 60000 ADMINISTRATIVE EXPENSES	**$ 86,020.80**	**$ 340,880.16**	**$ 1,843,216.00**	**$ (1,502,335.84)**	**18.49%**
70000 OPERATIONS					
70100 Service provider operations					
70110 Provider operating payments	-	624,069.25	2,499,121.00	(1,875,051.75)	24.97%
70130 Operational support payments	-	15,264.32		15,264.32	
Total 70100 Service provider operations	**$ -**	**$ 639,333.57**	**$ 2,499,121.00**	**$ (1,859,787.43)**	**25.58%**
70200 Operation salaries & benefits					
70210 Salaries & wages expenses					
70211 Command staff	35,549.44	105,964.80	515,342.00	(409,377.20)	20.56%
70213 Supervisors	15,607.42	42,188.12	192,909.00	(150,720.88)	21.87%
70214 Supervisor overtime	12,210.75	33,223.60	117,993.00	(84,769.40)	28.16%
70215 Clinical	69,755.80	198,434.54	1,030,377.00	(831,942.46)	19.26%
70216 Clinical overtime	57,609.21	171,609.91	624,170.00	(452,560.09)	27.49%
70217 Apparatus Maintenance	11,295.61	26,047.05	123,971.00	(97,923.95)	21.01%
70218 Apparatus Maintenance overtime	1,675.53	4,579.85	12,419.00	(7,839.15)	36.88%
70219 Administrative assistant	3,581.82	10,298.49	54,611.00	(44,312.51)	18.86%
70221 Salaries - Holiday Pay	5,903.81	20,535.42	-	20,535.42	
70223 Salaries - Sick Time	4,901.01	24,216.09	-	24,216.09	
70225 Paid time off	2,707.68	14,494.39	-	14,494.39	
70226 Salaries - Survey Adjustments	-	-	75,000.00	(75,000.00)	0.00%
70227 Part-time positions	114,462.61	338,651.95	1,584,639.00	(1,245,987.05)	21.37%
70229 Unscheduled overtime	-	2,683.66	-	2,683.66	
70230 Building maintenance technician	-	-	65,000.00	(65,000.00)	0.00%
Total 70210 Salaries & wages expenses	**$ 335,260.69**	**$ 992,927.87**	**$ 4,396,431.00**	**$ (3,403,503.13)**	**22.58%**
70239 Benefits					
70240 Salaries - Payroll Taxes					
70241 FICA	13,413.68	39,623.74	172,781.00	(133,157.26)	22.93%
70242 Medicare	3,137.06	9,266.86	40,409.00	(31,142.14)	22.93%
70243 Benefits - Unemployment Insurance (TWC)	154.44	1,842.63	1,176.00	666.63	156.69%
Total 70240 Salaries - Payroll Taxes	**$ 16,705.18**	**$ 50,733.23**	**$ 214,366.00**	**$ (163,632.77)**	**23.67%**
70250 Benefits - Medical Benefits					
70251 Medical insurance - employees	18,044.94	52,584.78	280,746.00	(228,161.22)	18.73%
70252 Medical insurance - dependents	1,128.76	3,853.88	115,310.00	(111,456.12)	3.34%
70253 Dental - employees	833.75	2,428.77	10,406.00	(7,977.23)	23.34%
70254 Dental - dependents	(64.16)	(101.80)	7,183.00	(7,284.80)	-1.42%
70255 Vision - employees	172.96	496.30	160.00	336.30	310.19%
70256 Vision - dependents	(33.48)	(72.76)	1,567.00	(1,639.76)	-4.64%

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
Total 70250 Benefits - Medical Benefits	**$ 20,082.77**	**$ 59,189.17**	**$ 415,372.00**	**$ (356,182.83)**	**14.25%**
70270 Other employee benefits					
70271 Basic life insurance	(169.64)	(452.98)	7,951.00	(8,403.98)	-5.70%
70272 Supplemental life insurance	291.30	851.90	1,367.00	(515.10)	62.32%
70273 Dependent life insurance	28.60	94.80	34.00	60.80	278.82%
70274 AD&D	67.50	197.40	794.00	(596.60)	24.86%
70275 Supplemental AD&D	37.80	104.40	149.00	(44.60)	70.07%
70276 Dependent AD&D	6.00	(1.69)	4.00	(5.69)	-42.25%
70277 Short-term disability	1,026.99	2,994.39	10,894.00	(7,899.61)	27.49%
70278 Long-term disability	525.09	1,530.93	5,579.00	(4,048.07)	27.44%
70281 Annual physicals	-	-	19,700.00	(19,700.00)	0.00%
70282 EAP		3,100.00	2,400.00	700.00	129.17%
70283 COBRA contract	60.00	120.00	-	120.00	
70284 Next Level Prime	3,750.00	11,080.00	49,425.00	(38,345.00)	22.42%
70285 Accident & Sickness		25,201.00	26,300.00	(1,099.00)	95.82%
Total 70270 Other employee benefits	**$ 5,623.64**	**$ 44,820.15**	**$ 124,597.00**	**$ (79,776.85)**	**35.97%**
70290 Pension Plan					
70291 Benefits - Pension	19,704.36	58,179.75	250,648.00	(192,468.25)	23.21%
Total 70290 Pension Plan	**$ 19,704.36**	**$ 58,179.75**	**$ 250,648.00**	**$ (192,468.25)**	**23.21%**
70295 Workers compensation insurance					
70296 Benefits - Worker's Compensation		134,150.20	258,400.00	(124,249.80)	51.92%
70297 Workers comp policy dividends	-	(4,571.00)	-	(4,571.00)	
Total 70295 Workers compensation insurance	**$ -**	**$ 129,579.20**	**$ 258,400.00**	**$ (128,820.80)**	**50.15%**
Total 70239 Benefits	**$ 62,115.95**	**$ 342,501.50**	**$ 1,263,383.00**	**$ (920,881.50)**	**27.11%**
Total 70200 Operation salaries & benefits	**$ 397,376.64**	**$ 1,335,429.37**	**$ 5,659,814.00**	**$ (4,324,384.63)**	**23.59%**
70300 Insurance costs					
70311 Vehicle Insurance	39,397.00	39,397.00	140,058.00	(100,661.00)	28.13%
70312 Property & Casualty Insurance	40,805.00	40,805.00	105,065.00	(64,260.00)	38.84%
70313 General liability			7,286.00	(7,286.00)	0.00%
70314 Cyber Insurance	10,356.84	10,356.84	6,000.00	4,356.84	172.61%
70315 Theft fees			400.00	(400.00)	0.00%
70316 Crime fees			219.00	(219.00)	0.00%
70317 Management liability			9,853.00	(9,853.00)	0.00%
70318 Excess liability			11,449.00	(11,449.00)	0.00%

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
70319 Portable equipment			9,234.00	(9,234.00)	0.00%
Total 70300 Insurance costs	**$ 90,558.84**	**$ 90,558.84**	**$ 289,564.00**	**$ (199,005.16)**	**31.27%**
70350 Fleet operations				0.00	
70351 Vehicle repairs	1,746.03	52,084.54	341,000.00	(288,915.46)	15.27%
70352 Preventative Maintenance		3,524.75	154,439.00	(150,914.25)	2.28%
70353 Supplies - Fuel, Oil & Grease	8,372.89	26,959.69	120,500.00	(93,540.31)	22.37%
70354 Tires		11,163.02	43,000.00	(31,836.98)	25.96%
70355 Other fleet costs		6,896.00	2,000.00	4,896.00	344.80%
70356 Towing		-5,994.68		(5,994.68)	
70357 Inspections & Registrations		111.33		111.33	
70358 Alignments/Wheel Balance	535.45	535.45		535.45	
70360 Paint & Body	7,862.64	20,231.15		20,231.15	
Total 70350 Fleet operations	**$ 18,517.01**	**$ 115,511.25**	**$ 660,939.00**	**$ (545,427.75)**	**17.48%**
70400 Facilities				0.00	
70410 Utility costs				0.00	
70411 Utilities - Electric		9,745.18	61,050.00	(51,304.82)	15.96%
70412 Utilities - Gas	1,117.53	4,474.66	12,000.00	(7,525.34)	37.29%
70413 Utilities - Water	93.68	3,118.68	6,550.00	(3,431.32)	47.61%
70414 Utilities - Waste Disposal		3,885.80	21,500.00	(17,614.20)	18.07%
70415 Utilities - Telephone	258.22	8,539.17	53,700.00	(45,160.83)	15.90%
70416 Utilities - Radio & Pager			500.00	(500.00)	0.00%
70417 Utilities - Cable/Internet	1,555.16	6,709.44	40,900.00	(34,190.56)	16.40%
Total 70410 Utility costs	**$ 3,024.59**	**$ 36,472.93**	**$ 196,200.00**	**$ (159,727.07)**	**18.59%**
70420 Rental costs					
70422 Buildings	10,529.33	10,529.33	40,000.00	(29,470.67)	26.32%
70423 Equipment		140.00		140.00	
Total 70420 Rental costs	**$ 10,529.33**	**$ 10,669.33**	**$ 40,000.00**	**$ (29,330.67)**	**26.67%**
70430 Building & grounds maintenance					
70431 Landscape maintenance	2,793.70	7,243.10	21,500.00	(14,256.90)	33.69%
70432 Lawn sprinkler maintenance		1,456.26	7,500.00	(6,043.74)	19.42%
70433 Services - Electricians		5,480.82	6,700.00	(1,219.18)	81.80%
70434 Plumbing	237.16	588.86	5,000.00	(4,411.14)	11.78%
70435 HVAC repairs		304.00	55,300.00	(54,996.00)	0.55%
70436 HVAC PMs			1,500.00	(1,500.00)	0.00%
70437 HVAC filters			3,500.00	(3,500.00)	0.00%

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of	Total			
	March	Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
70438 Bay doors	2,168.88	4,338.64	18,000.00	(13,661.36)	24.10%
70439 Alarm monitoring			1,000.00	(1,000.00)	0.00%
70440 Building fire sprinkler maintenance			4,000.00	(4,000.00)	0.00%
70441 Flag replacement		308.59		308.59	
70442 Building access controls			4,850.00	(4,850.00)	0.00%
70443 Cleaning services	1,487.50	4,320.86	25,000.00	(20,679.14)	17.28%
70444 Roof repairs	900.00	900.00	10,000.00	(9,100.00)	9.00%
70445 Exterminating		901.00	2,550.00	(1,649.00)	35.33%
70446 Building repairs		3,523.04	11,150.00	(7,626.96)	31.60%
70447 Appliance repairs/replacement		899.48	500.00	399.48	179.90%
70448 Furniture			2,500.00	(2,500.00)	0.00%
70449 Generator Repairs		1,771.88	2,500.00	(728.12)	70.88%
Total 70430 Building & grounds maintenance	**$ 7,587.24**	**$ 32,036.53**	**$ 183,050.00**	**$ (151,013.47)**	**17.50%**
Total 70400 Facilities	**$ 21,141.16**	**$ 79,178.79**	**$ 419,250.00**	**$ (340,071.21)**	**18.89%**
70460 Equipment costs					
70461 Maintenance - Equipment		2,886.89	20,300.00	(17,413.11)	14.22%
70462 Preventative Maintenance	5,947.35	15,251.16	79,750.00	(64,498.84)	19.12%
70463 Medical equipment			500.00	(500.00)	0.00%
70464 Minor Gear/Equipment	287.17	2,410.37	10,150.00	(7,739.63)	23.75%
70465 Services - PPE Cleaning	21,968.88	22,816.58	18,000.00	4,816.58	126.76%
70466 Supplies - Minor Tools & Equipment	458.13	5,509.68	30,500.00	(24,990.32)	18.06%
70467 Services - Equipment Rental/Lease		733.12	6,300.00	(5,566.88)	11.64%
70468 Equipment maintenance contracts		1,746.57	1,000.00	746.57	174.66%
70469 AED maintenance contract			6,600.00	(6,600.00)	0.00%
70470 Stryker maintenance contract			10,000.00	(10,000.00)	0.00%
Total 70460 Equipment costs	**$ 28,661.53**	**$ 51,354.37**	**$ 183,100.00**	**$ (131,745.63)**	**28.05%**
70500 Other personnel costs					
70501 Supplies - Uniforms	318.00	3,138.70	31,424.00	(28,285.30)	9.99%
70502 Sundry - Recruitment			8,800.00	(8,800.00)	0.00%
70503 Screening & testing	100.00	700.00	3,254.00	(2,554.00)	21.51%
70504 Background checks		1,470.37	3,213.00	(1,742.63)	45.76%
70505 Advertising - Boost			1,500.00	(1,500.00)	0.00%
70506 Advertising - magazines			4,000.00	(4,000.00)	0.00%

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
70507 PPE	411.10	2,461.94	19,200.00	(16,738.06)	12.82%
70509 PPE rental			27,000.00	(27,000.00)	0.00%
Total 70500 Other personnel costs	**$ 829.10**	**$ 7,771.01**	**$ 98,391.00**	**$ (90,619.99)**	**7.90%**
70520 Training costs					
70521 Supplies - Educational & Training		14,303.38	62,016.00	(47,712.62)	23.06%
70522 Sundry - Permits, Certifications & Licenses		2,542.30	4,130.00	(1,587.70)	61.56%
70523 Sundry - Travel/Training	342.95	534.70	38,278.00	(37,743.30)	1.40%
70525 Professional development		1,833.40	5,000.00	(3,166.60)	36.67%
Total 70520 Training costs	**$ 342.95**	**$ 19,213.78**	**$ 109,424.00**	**$ (90,210.22)**	**17.56%**
70550 Other supplies					
70551 Supplies - Expendables		1,226.28	7,950.00	(6,723.72)	15.42%
70552 *Supplies - Household		793.21	9,200.00	(8,406.79)	8.62%
70553 Supplies - Public Relation Items		263.43	7,775.00	(7,511.57)	3.39%
70554 Supplies - Fire Suppressant & Chemical		3,550.22	12,350.00	(8,799.78)	28.75%
70555 Supplies - Food & Ice		1,521.26	7,550.00	(6,028.74)	20.15%
Total 70550 Other supplies	**$ -**	**$ 7,354.40**	**$ 44,825.00**	**$ (37,470.60)**	**16.41%**
70560 Medical supplies					
70561 Oxygen	481.10	1,681.99	4,145.00	(2,463.01)	40.58%
70562 Oxygen bottle rental		856.16	4,372.00	(3,515.84)	19.58%
70563 Pharmacy	2,856.28	8,667.36	29,311.00	(20,643.64)	29.57%
70564 Blood and products		3,292.40	11,280.00	(7,987.60)	29.19%
70566 Sharps compliance		237.72	400.00	(162.28)	59.43%
70567 Medical durable	797.01	1,470.77	7,500.00	(6,029.23)	19.61%
70568 Medical expendables	6,866.35	24,944.60	152,893.00	(127,948.40)	16.32%
Total 70560 Medical supplies	**$ 11,000.74**	**$ 41,151.00**	**$ 209,901.00**	**$ (168,750.00)**	**19.60%**
70570 FRO Program costs					
70571 Oxygen			714.00	(714.00)	0.00%
70572 Oxygen bottle rental			1,152.00	(1,152.00)	0.00%
70573 Pharmacy			713.00	(713.00)	0.00%
70574 Medical durable			3,145.00	(3,145.00)	0.00%
70575 Medical expendables			2,465.00	(2,465.00)	0.00%
70576 Vector Solutions online CE			4,986.00	(4,986.00)	0.00%
70577 FRO Medical Director			9,000.00	(9,000.00)	0.00%
70578 Licenses		70.00		70.00	
Total 70570 FRO Program costs	**$ -**	**$ 70.00**	**$ 22,175.00**	**$ (22,105.00)**	**0.32%**

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
70600 Technology					
70601 ESO HER software		21,751.95	11,013.00	10,738.95	197.51%
70602 ESO HDE software	1,227.02	3,551.99	1,056.00	2,495.99	336.36%
70603 ESO scheduling			7,348.00	(7,348.00)	0.00%
70604 ESO fire incident reporting		1,300.14	12,250.00	(10,949.86)	10.61%
70605 Website	248.00	1,644.00	7,500.00	(5,856.00)	21.92%
70606 Social media posting	349.00	1,047.00	4,000.00	(2,953.00)	26.18%
70607 Datavox	2,495.65	5,983.44	2,500.00	3,483.44	239.34%
70608 Computer repairs	1,387.50	6,788.75	19,600.00	(12,811.25)	34.64%
70609 Computer replacement		1,792.38	9,800.00	(8,007.62)	18.29%
70610 IT service contract			20,000.00	(20,000.00)	0.00%
70611 Operating system	952.38	9,826.54	30,000.00	(20,173.46)	32.76%
70612 Network			1,000.00	(1,000.00)	0.00%
70613 CAD Software			13,100.00	(13,100.00)	0.00%
70614 Maintenance & Inventory Software	186.00	560.99	7,400.00	(6,839.01)	7.58%
70615 Alerting Software			2,500.00	(2,500.00)	0.00%
70616 Accounting Software		966.79	3,800.00	(2,833.21)	25.44%
70617 New Employee Onboarding		150.00		150.00	
70619 GIS services			6,000.00	(6,000.00)	0.00%
70627 ADP			6,500.00	(6,500.00)	0.00%
Total 70600 Technology	**$ 6,845.55**	**$ 55,363.97**	**$ 165,367.00**	**$ (110,003.03)**	**33.48%**
70650 Communications					
70651 Communications - Contracts	-	50,250.17	174,012.00	(123,761.83)	28.88%
70652 Technology fee		5,351.57	38,361.00	(33,009.43)	13.95%
70653 Communication - Repair			10,200.00	(10,200.00)	0.00%
70654 Services - Digital Radio Enhancements	-	53.78	2,666.00	(2,612.22)	2.02%
70655 Cell phones	911.94	2,715.73	18,664.00	(15,948.27)	14.55%
70656 Mobile hotspots		1,328.28	11,050.00	(9,721.72)	12.02%
Total 70650 Communications	**$ 911.94**	**$ 59,699.53**	**$ 254,953.00**	**$ (195,253.47)**	**23.42%**
70700 Volunteer expenses					
70701 Services - VFD Pension	1,800.00	-4,200.00	70,909.00	(75,109.00)	-5.92%
70702 Salaries - Staffing Fees			10,200.00	(10,200.00)	0.00%
70703 Services - VFD Group Life Insurance			500.00	(500.00)	0.00%
70704 Accident & sickness policy			1,800.00	(1,800.00)	0.00%
70706 Recruiting costs			2,756.00	(2,756.00)	0.00%

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
70705 Sundry - Banquet		280.00			
70708 Volunteer stipends	5,416.67	20,250.01	70,200.00	(49,949.99)	28.85%
70709 Service awards & recognition			5,500.00	(5,500.00)	0.00%
70710 Retirement Admin	211.00	422.00		422.00	
Total 70700 Volunteer expenses	**$ 7,427.67**	**$ 16,752.01**	**$ 161,865.00**	**$ (145,392.99)**	**10.35%**
70750 Operational professional fees					
70751 Services - Billing	8,455.17	23,707.06	91,827.00	(68,119.94)	25.82%
70752 EMS collection service	652.57	1,304.81	500.00	804.81	260.96%
70753 Medical director	2,470.00	7,410.00	50,600.00	(43,190.00)	14.64%
70754 Credit card processing services	421.69	1,317.72	2,922.00	(1,604.28)	45.10%
Total 70750 Operational professional fees	**$ 11,999.43**	**$ 33,739.59**	**$ 145,849.00**	**$ (112,109.41)**	**23.13%**
70780 Other expenses					
70781 Miscellaneous Expense	0.00	2,789.93		2,789.93	
Total 70780 Other expenses	**$ -**	**$ 2,789.93**	**$ -**	**$ 2,789.93**	
70790 Disaster expenses					
70791 Food and water	-	224.29		224.29	
70792 Other supplies	-	129.44		129.44	
Total 70790 Disaster expenses	**$ 0.00**	**$ 353.73**	**$ 0.00**	**$ 353.73**	
Total 70000 OPERATIONS	**$ 595,612.56**	**$ 2,555,625.14**	**$ 10,924,538.00**	**$ (8,369,192.86)**	**23.39%**
Total Expenses	**$ 681,633.36**	**$ 2,896,505.30**	**$ 12,767,754.00**	**$ (9,871,248.70)**	**22.69%**
Net Operating Income	**$ (353,885.03)**	**$ 8,763,821.69**	**$ 1,959,164.00**	**$ 6,804,657.69**	**447.32%**
Other Income					
80000 Other sources of cash					
80010 Interest Earned					
80011 Interest on invested funds	81,405.85	217,054.39	400,000.00	(182,945.61)	54.26%
80012 Interest on sweep account	3,635.89	8,745.38	450,000.00	(441,254.62)	1.94%
80013 Interest on checking accounts			12,000.00	(12,000.00)	0.00%
Total 80010 Interest Earned	**$ 85,041.74**	**$ 225,799.77**	**$ 862,000.00**	**$ (636,200.23)**	**26.19%**
80020 Other Revenue	-	13,722.91			
80075 Tower lease proceeds	-	9,411.11	20,000.00	(10,588.89)	47.06%
Total 80020 Other Revenue	**$ -**	**$ 23,134.02**	**$ 20,000.00**	**$ 3,134.02**	**115.67%**
80030 Insurance reimbursements					
80032 Insurance Proceeds - VFIS Vehicle	-	217,247.53	-	217,247.53	
Total 80030 Insurance reimbursements	**$ 0.00**	**$ 217,247.53**	**$ 0.00**	**$ 217,247.53**	
80050 Contributions					

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
80051 Liverpool	-	569.50	10,000.00	(9,430.50)	5.70%
Total 80050 Contributions	**$ -**	**$ 569.50**	**$ 10,000.00**	**$ (9,430.50)**	**5.70%**
80060 Grant Income	-	5,675.67		5,675.67	
83000 Loan proceeds					
83300 Vehicles			3,150,000.00	(3,150,000.00)	0.00%
Total 83000 Loan proceeds	**$ -**	**$ -**	**$ 3,150,000.00**	**$ (3,150,000.00)**	**0.00%**
84000 Use of reserves					
Use of Webster Bank loan proceeds			$ 1,581,372.00	(1,581,372.00)	
			$ 1,581,372.00	$ (1,581,372.00)	
Total 80000 Other sources of cash	**$ 85,041.74**	**$ 472,426.49**	**$ 5,623,372.00**	**$ (5,150,945.51)**	**8.40%**
Total Other Income	**$ 85,041.74**	**$ 472,426.49**	**$ 5,623,372.00**	**$ (5,150,945.51)**	**8.40%**
Other Expenses					
90000 Other uses of cash					
90010 Capital expenditures					
90180 Technology					
90181 New equipment			18,000.00	(18,000.00)	0.00%
Total 90180 Technology	**$ -**	**$ -**	**$ 18,000.00**	**$ (18,000.00)**	**0.00%**
90200 Buildings					
90210 Architect		8,160.00	708,315.00	(700,155.00)	1.15%
90220 Construction contract		-		0.00	
90228 Furnishings		5,942.59		5,942.59	
90245 Building renovations	581.47	315,029.05	748,057.00	(433,027.95)	42.11%
90250 Building improvements		27,359.48	125,000.00	(97,640.52)	21.89%
90285 Warning signs	614.86	4,414.86		4,414.86	
Total 90200 Buildings	**$ 1,196.33**	**$ 360,905.98**	**$ 1,581,372.00**	**$ (1,220,466.02)**	**22.82%**
90300 Capital Purchase - Equipment					
90301 EMS	-	12,560.27	45,822.00	(33,261.73)	27.41%
90351 Fire	1,669.25	3,074.25	504,000.00	(500,925.75)	0.61%
90352 Turnout gear			274,000.00	(274,000.00)	0.00%
90353 SCBA			20,000.00	(20,000.00)	0.00%
90371 Apparatus lifts		54,610.72	65,000.00	(10,389.28)	84.02%
Total 90300 Capital Purchase - Equipment	**$ 1,669.25**	**$ 70,245.24**	**$ 908,822.00**	**$ (838,576.76)**	**7.73%**
90400 Apparatus purchases					
90401 EMS	73,446.00	73,446.00	854,846.00	(781,400.00)	8.59%
90451 Fire			2,580,000.00	(2,580,000.00)	0.00%
Total 90400 Apparatus purchases	**$ 73,446.00**	**$ 73,446.00**	**$ 3,434,846.00**	**$ (3,361,400.00)**	**2.14%**
90500 Support vehicles purchases					
90501 EMS			110,250.00	(110,250.00)	0.00%

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
90551 Fire			600,000.00	(600,000.00)	0.00%
Total 90500 Support vehicles purchases	**$ -**	**$ -**	**$ 710,250.00**	**$ (710,250.00)**	**0.00%**
Total 90010 Capital expenditures	**$ 76,311.58**	**$ 504,597.22**	**$ 6,653,290.00**	**$ (6,148,692.78)**	**7.58%**
Total 90000 Other uses of cash	**$ 76,311.58**	**$ 504,597.22**	**$ 6,653,290.00**	**$ (6,148,692.78)**	**7.58%**
92000 M&O Funded debt service					
92100 Principal payments					
92101 A10 P			28,404.00	(28,404.00)	0.00%
92102 MVFD Station - Masters Rd			74,615.00	(74,615.00)	0.00%
Total 92100 Principal payments	**$ -**	**$ -**	**$ 103,019.00**	**$ (103,019.00)**	**0.00%**
92200 Interest paid					
92201 A10			1,870.00	(1,870.00)	0.00%
96161 MVFD Station - Masters Rd			18,467.00	(18,467.00)	0.00%
Total 92200 Interest paid	**$ -**	**$ -**	**$ 20,337.00**	**$ (20,337.00)**	**0.00%**
Total 92000 M&O Funded debt service	**$ -**	**$ -**	**$ 123,356.00**	**$ (123,356.00)**	**0.00%**
Total other uses of cash	**$ 76,311.58**	**$ 504,597.22**	**$ 6,776,646.00**	**$ (6,272,048.78)**	
Net Other Sources (Uses) of Cash	**$ 8,730.16**	**$ (32,170.73)**	**$ (1,153,274.00)**	**$ 1,121,103.27**	
GENERAL FUND NET CASH FLOW (DEFICIT)	**$ (345,154.87)**	**$ 8,731,650.96**	**$ 805,890.00**	**$ 7,925,760.96**	
94000 DEBT SERVICE FUND					
95000 Receipts					
95100 Property tax revenue					
95101 Current I&S taxes	8,608.49	490,302.19	541,900.00	(51,597.81)	90.48%
95102 Prior year's I&S taxes	94.36	595.49	2,000.00	(1,404.51)	29.77%
95103 Ag	48.42	874.25		874.25	
95104 Rendition penalties	2.73	64.35		64.35	
95105 Rendition penalty fees	(0.12)	74.70		74.70	
95210 I&S penalties	548.48	1,149.93		1,149.93	
95220 I&S interest	209.83	377.89		377.89	
Total 95100 Property tax revenue	**$ 9,512.19**	**$ 493,438.80**	**$ 543,900.00**	**$ (50,461.20)**	**90.72%**
95200 Interest earnings					
95201 Interest on invested debt service funds	721.15	2,106.43	6,000.00	(3,893.57)	35.11%
Total 95200 Interest earnings	**$ 721.15**	**$ 2,106.43**	**$ 6,000.00**	**$ (3,893.57)**	**35.11%**
Total 95000 Receipts	**$ 10,233.34**	**$ 495,545.23**	**$ 549,900.00**	**$ (54,354.77)**	**90.12%**
96000 Expenditures					
96100 Debt service					
96120 Principal payments					
96102 Trustmark - A11 & A12 P			70,990.00	(70,990.00)	0.00%

Brazoria County ESD 3
District Wide Actual vs Budget

	Month of March	Total Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
96123 Iowa Colony Station - Meridiana	-	151,504.32	304,917.00	(153,412.68)	49.69%
96124 Webster Bank - Admin/Masters Renovation			165,734.00	(165,734.00)	0.00%
Total 96120 Principal payments	**$ -**	**$ 151,504.32**	**$ 541,641.00**	**$ (390,136.68)**	**27.97%**
96160 Interest payments					
96163 Iowa Colony Station - Meridiana	-	80,475.21	159,041.00	(78,565.79)	50.60%
96164 Webster Bank - Admin/Masters Renovation			82,200.00	(82,200.00)	0.00%
96202 A11 & A12			18,839.00	(18,839.00)	0.00%
Total 96160 Interest payments	**$ -**	**$ 80,475.21**	**$ 260,080.00**	**$ (179,604.79)**	**30.94%**
Total 96100 Debt service	**$ -**	**$ 231,979.53**	**$ 801,721.00**	**$ (569,741.47)**	**28.94%**
Total 96000 Expenditures	**$ -**	**$ 231,979.53**	**$ 801,721.00**	**$ (569,741.47)**	**28.94%**
Total 94000 DEBT SERVICE FUND	**$ 10,233.34**	**$ 263,565.70**	**$ (251,821.00)**	**$ 515,386.70**	**-104.66%**
District Wide Net Cash Flow (Deficit)	**$ (334,921.53)**	**$ 8,995,216.66**	**$ 554,069.00**	**$ 8,441,147.66**	**1623.48%**

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

	Month of	Year to Date			
	March	Jan - Mar '26	Budget	Over (Under)Budget	% of Budget
Income					
40100 Revenues from services					
40120 EMS patient revenues					
40120A Transport Revenues					
40121 Medicare	18,537.79	56,846.03	-	56,846.03	
40122 Contract	74,660.27	291,967.11	-	291,967.11	
40124 Self pay	-	1,236.30	-	1,236.30	
40125 Private insurance	-	1,912.40	-	1,912.40	
40129 Other patient revenues	19,256.10	19,256.10	1,596,984.00	(1,577,727.90)	1.21%
Total 40120A Transport Revenues	**$ 112,454.16**	**$ 371,217.94**	**$ 1,596,984.00**	**$ (1,225,766.06)**	**23.24%**
Total 40120 EMS patient revenues	**$ 112,454.16**	**$ 371,217.94**	**$ 1,596,984.00**	**$ (1,225,766.06)**	**23.24%**
40201 Administrative Services Provided (E. TX. Gulf Coast)	-	-	10,702.00	(10,702.00)	0.00%
40205 EMS Standby fees	-	-	20,352.00	(20,352.00)	0.00%
Total 40100 Revenues from services	**$ 112,454.16**	**$ 371,217.94**	**$ 1,628,038.00**	**$ (1,256,820.06)**	**22.80%**
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	**$ 112,454.16**	**$ 371,217.94**	**$ 2,089,718.00**	**$ (1,718,500.06)**	**17.76%**
Gross Profit	**$ 112,454.16**	**$ 371,217.94**	**$ 2,089,718.00**	**$ (1,718,500.06)**	**17.76%**
Expenses					
60000 ADMINISTRATIVE EXPENSES					
60130 SAFE-D expenses					
60134 Conference travel, meals & lodging	-	259.00	-	259.00	
Total 60130 SAFE-D expenses	**$ -**	**$ 259.00**	**$ -**	**$ 259.00**	
60140 Marketing					
60142 Awards - Employee Recognition	-	1,021.92	4,660.00	(3,638.08)	21.93%
60145 Chamber of Commerce functions	-	-	1,500.00	(1,500.00)	0.00%
60147 Marketing materials	-	39.94	-	39.94	
Total 60140 Marketing	**$ -**	**$ 1,061.86**	**$ 6,160.00**	**$ (5,098.14)**	**17.24%**

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

	Month of	Year to Date			
	March	Jan - Mar '26	Budget	Over (Under)Budget	% of Budget
60300 Office expense					
5025 Office Supplies & Expense	-	2,120.78	3,500.00	(1,379.22)	60.59%
60302 Supplies - Postage & Shipping	-	60.61	1,500.00	(1,439.39)	4.04%
60303 Sundry - Dues & Memberships	-	-	1,603.00	(1,603.00)	0.00%
60304 Sundry - Subscriptions	1,332.82	2,832.82	11,714.00	(8,881.18)	24.18%
60305 Bank Charges	350.28	1,167.82	4,308.00	(3,140.18)	27.11%
Total 60300 Office expense	**$ 1,683.10**	**$ 6,182.03**	**$ 22,625.00**	**$ (16,442.97)**	**27.32%**
60400 Professional fees					
60425 Other consulting projects	997.50	1,995.00	-	1,995.00	
60431 FSA Plan Admin services	-	422.10	-	422.10	
Total 60400 Professional fees	**$ 997.50**	**$ 2,417.10**	**$ -**	**$ 2,417.10**	
Total 60000 ADMINISTRATIVE EXPENSES	**$ 2,680.60**	**$ 9,919.99**	**$ 28,785.00**	**$ (18,865.01)**	**34.46%**
70000 OPERATIONS					
70200 Operation salaries & benefits					
70210 Salaries & wages expenses					
70211 Command staff	23,881.60	71,185.60	295,142.00	(223,956.40)	24.12%
70213 Supervisors	15,607.42	42,188.12	192,909.00	(150,720.88)	21.87%
70214 Supervisor overtime	12,210.75	33,223.60	117,993.00	(84,769.40)	28.16%
70215 Clinical	69,755.80	198,434.54	1,030,377.00	(831,942.46)	19.26%
70216 Clinical overtime	57,609.21	171,609.91	624,170.00	(452,560.09)	27.49%
70219 Administrative assistant	3,581.82	10,298.49	54,611.00	(44,312.51)	18.86%
70221 Salaries - Holiday Pay	5,329.65	17,742.26	-	17,742.26	
70223 Salaries - Sick Time	4,507.31	23,822.39	-	23,822.39	
70225 Paid time off	2,707.68	14,494.39	-	14,494.39	
70226 Salaries - Survey Adjustments	-	-	75,000.00	(75,000.00)	0.00%
70227 Part-time positions	2,611.84	5,370.94	60,000.00	(54,629.06)	8.95%
70229 Unscheduled overtime	-	2,683.66	-	2,683.66	
Total 70210 Salaries & wages expenses	**$ 197,803.08**	**$ 591,053.90**	**$ 2,450,202.00**	**$ (1,859,148.10)**	**24.12%**
70239 Benefits					
70240 Salaries - Payroll Taxes					
70241 FICA	11,834.03	35,394.57	151,912.00	(116,517.43)	23.30%
70242 Medicare	2,767.62	8,277.77	35,528.00	(27,250.23)	23.30%
70243 Benefits - Unemployment Insurance (TWC)	64.53	1,596.23	980.00	616.23	162.88%
Total 70240 Salaries - Payroll Taxes	**$ 14,666.18**	**$ 45,268.57**	**$ 188,420.00**	**$ (143,151.43)**	**24.03%**
70250 Benefits - Medical Benefits					
70251 Medical insurance - employees	17,269.92	50,259.72	252,138.00	(201,878.28)	19.93%
70252 Medical Insurance - dependents	7,014.60	21,043.80	104,017.00	(82,973.20)	20.23%

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

	Month of	Year to Date			
	March	Jan - Mar '26	Budget	Over (Under)Budget	% of Budget
70253 Dental - employees	797.50	2,320.02	10,406.00	(8,085.98)	22.30%
70254 Dental - dependents	686.44	2,059.32	6,994.00	(4,934.68)	29.44%
70255 Vision - employees	165.44	473.74	160.00	313.74	296.09%
70256 Vision - dependents	97.28	299.36	1,567.00	(1,267.64)	19.10%
Total 70250 Benefits - Medical Benefits	**$ 26,031.18**	**$ 76,455.96**	**$ 375,282.00**	**$ (298,826.04)**	**20.37%**
70270 Other employee benefits				0.00	
70271 Basic life insurance	379.50	1,105.50	4,554.00	(3,448.50)	24.28%
70272 Supplemental life insurance	252.00	734.00	1,153.00	(419.00)	63.66%
70273 Dependent life insurance	22.60	76.80	34.00	42.80	225.88%
70274 AD&D	62.10	181.20	745.00	(563.80)	24.32%
70275 Supplemental AD&D	34.50	94.50	144.00	(49.50)	65.63%
70276 Dependent AD&D	5.10	15.60	4.00	11.60	390.00%
70277 Short-term disability	924.72	2,687.58	9,927.00	(7,239.42)	27.07%
70278 Long-term disability	472.71	1,373.79	5,084.00	(3,710.21)	27.02%
70282 EAP	-	-	2,250.00	(2,250.00)	0.00%
70284 Next Level Prime	1,875.00	5,605.00	27,000.00	(21,395.00)	20.76%
70285 Accident & Sickness	-	-	21,400.00	(21,400.00)	0.00%
Total 70270 Other employee benefits	**$ 4,028.23**	**$ 11,873.97**	**$ 72,295.00**	**$ (60,421.03)**	**16.42%**
70290 Pension Plan				0.00	
70291 Benefits - Pension	17,445.89	52,129.98	216,108.00	(163,978.02)	24.12%
Total 70290 Pension Plan	**$ 17,445.89**	**$ 52,129.98**	**$ 216,108.00**	**$ (163,978.02)**	**24.12%**
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	**$ 62,171.48**	**$ 185,728.48**	**$ 1,002,105.00**	**$ (816,376.52)**	**18.53%**
Total 70200 Operation salaries & benefits	**$ 259,974.56**	**$ 776,782.38**	**$ 3,452,307.00**	**$ (2,675,524.62)**	**22.50%**

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

	Month of	Year to Date			
	March	Jan - Mar '26	Budget	Over (Under)Budget	% of Budget
70300 Insurance costs					
70311 Vehicle Insurance	-	-	46,803.00	(46,803.00)	0.00%
70319 Portable equipment	-	-	5,000.00	(5,000.00)	0.00%
Total 70300 Insurance costs	**$ -**	**$ -**	**$ 51,803.00**	**$ (51,803.00)**	**0.00%**
70350 Fleet operations					
70351 Vehicle repairs	202.39	7,432.20	75,000.00	(67,567.80)	9.91%
70352 Preventative Maintenance	-	2,497.20	22,939.00	(20,441.80)	10.89%
70353 Supplies - Fuel, Oil & Grease	3,541.48	9,801.83	40,000.00	(30,198.17)	24.50%
70354 Tires	-	215.03	16,500.00	(16,284.97)	1.30%
70355 Other fleet costs	-	7.00	1,500.00	(1,493.00)	0.47%
70357 Inspections & Registrations	-	44.58	-	44.58	
70358 Alignments/Wheel Balance	535.45	535.45	-	535.45	
Total 70350 Fleet operations	**$ 4,279.32**	**$ 20,533.29**	**$ 155,939.00**	**$ (135,405.71)**	**13.17%**
70400 Facilities					
70410 Utility costs					
70412 Utilities - Gas	610.48	1,033.83	-	1,033.83	
70415 Utilities - Telephone	-	685.35	-	685.35	
70417 Utilities - Cable/Internet	257.98	975.98	-	975.98	
Total 70410 Utility costs	**$ 868.46**	**$ 2,695.16**	**$ -**	**$ 2,695.16**	
70430 Building & grounds maintenance					
70431 Landscape maintenance	602.32	1,204.64	-	1,204.64	
Total 70430 Building & grounds maintenance	**$ 602.32**	**$ 1,204.64**	**$ -**	**$ 1,204.64**	
Total 70400 Facilities	**$ 1,470.78**	**$ 3,899.80**	**$ -**	**$ 3,899.80**	
70460 Equipment costs					
70461 Maintenance - Equipment	-	-	8,800.00	(8,800.00)	0.00%
70462 Preventative Maintenance	-	801.09	29,250.00	(28,448.91)	2.74%
70464 Minor Gear/Equipment	-	-	1,650.00	(1,650.00)	0.00%
70466 Supplies - Minor Tools & Equipment	458.13	458.13	5,000.00	(4,541.87)	9.16%
70470 Stryker maintenance contract	-	-	10,000.00	(10,000.00)	0.00%
Total 70460 Equipment costs	**$ 458.13**	**$ 1,259.22**	**$ 54,700.00**	**$ (53,440.78)**	**2.30%**
70500 Other personnel costs					
70501 Supplies - Uniforms	318.00	1,370.00	12,174.00	(10,804.00)	11.25%
70502 Sundry - Recruitment	-	-	1,300.00	(1,300.00)	0.00%
70503 Screening & testing	-	600.00	1,254.00	(654.00)	47.85%
70504 Background checks	-	1,133.03	1,713.00	(579.97)	66.14%
Total 70500 Other personnel costs	**$ 318.00**	**$ 3,103.03**	**$ 16,441.00**	**$ (13,337.97)**	**18.87%**

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

	Month of	Year to Date			
	March	Jan - Mar '26	Budget	Over (Under)Budget	% of Budget
70520 Training costs					
70521 Supplies - Educational & Training	-	4,541.04	30,091.00	(25,549.96)	15.09%
70522 Sundry - Permits, Certifications & Licenses	-	50.00	1,580.00	(1,530.00)	3.16%
70523 Sundry - Travel/Training	342.95	442.73	11,078.00	(10,635.27)	4.00%
70525 Professional development	-	1,273.40		1,273.40	
Total 70520 Training costs	**$ 342.95**	**$ 6,307.17**	**$ 42,749.00**	**$ (36,441.83)**	**14.75%**
70550 Other supplies					
70551 Supplies - Expendables	-	408.11	-	408.11	
70552 *Supplies - Household	-	109.48	6,700.00	(6,590.52)	1.63%
70553 Supplies - Public Relation Items	-	-	1,000.00	(1,000.00)	0.00%
70555 Supplies - Food & Ice	-	94.59	1,050.00	(955.41)	9.01%
Total 70550 Other supplies	**$ -**	**$ 612.18**	**$ 8,750.00**	**$ (8,137.82)**	**7.00%**
70560 Medical supplies					
70561 Oxygen	481.10	1,681.99	4,145.00	(2,463.01)	40.58%
70562 Oxygen bottle rental	-	837.10	4,372.00	(3,534.90)	19.15%
70563 Pharmacy	2,856.28	8,667.36	29,311.00	(20,643.64)	29.57%
70564 Blood and products	-	3,292.40	11,280.00	(7,987.60)	29.19%
70566 Sharps compliance	-	237.72	400.00	(162.28)	59.43%
70567 Medical durable	797.01	1,470.77	7,500.00	(6,029.23)	19.61%
70568 Medical expendables	6,866.35	24,944.60	150,393.00	(125,448.40)	16.59%
Total 70560 Medical supplies	**$ 11,000.74**	**$ 41,131.94**	**$ 207,401.00**	**$ (166,269.06)**	**19.83%**
70570 FRO Program costs					
70571 Oxygen	-	-	714.00	(714.00)	0.00%
70572 Oxygen bottle rental	-	-	1,152.00	(1,152.00)	0.00%
70573 Pharmacy	-	-	713.00	(713.00)	0.00%
70574 Medical durable	-	-	3,145.00	(3,145.00)	0.00%
70575 Medical expendables	-	-	2,465.00	(2,465.00)	0.00%
70576 Vector Solutions online CE	-	-	4,986.00	(4,986.00)	0.00%
70577 FRO Medical Director	-	-	9,000.00	(9,000.00)	0.00%
Total 70570 FRO Program costs	**$ -**	**$ -**	**$ 22,175.00**	**$ (22,175.00)**	**0.00%**
70600 Technology					
70601 ESO HER software	-	21,751.95	11,013.00	10,738.95	197.51%
70602 ESO HDE software	-	-	1,056.00	(1,056.00)	0.00%
70603 ESO scheduling	-	-	1,848.00	(1,848.00)	0.00%
70608 Computer repairs	-	787.50	3,600.00	(2,812.50)	21.88%
70609 Computer replacement	-	-	4,800.00	(4,800.00)	0.00%
Total 70600 Technology	**$ -**	**$ 22,539.45**	**$ 22,317.00**	**$ 222.45**	**101.00%**

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

	Month of	Year to Date			
	March	Jan - Mar '26	Budget	Over (Under)Budget	% of Budget
70650 Communications					
70651 Communications - Contracts	-	46,580.17	131,012.00	(84,431.83)	35.55%
70652 Technology fee	-	-	25,861.00	(25,861.00)	0.00%
70653 Communication - Repair	-	-	3,500.00	(3,500.00)	0.00%
70654 Services - Digital Radio Enhancements	-	-	2,666.00	(2,666.00)	0.00%
70655 Cell phones	453.24	1,359.72	8,664.00	(7,304.28)	15.69%
70656 Mobile hotspots	-	515.88	-	515.88	
Total 70650 Communications	**$ 453.24**	**$ 48,455.77**	**$ 171,703.00**	**$ (123,247.23)**	**28.22%**
70750 Operational professional fees					
70751 Services - Billing	8,455.17	23,707.06	91,827.00	(68,119.94)	25.82%
70752 EMS collection service	652.57	1,304.81	500.00	804.81	260.96%
70753 Medical director	1,970.00	5,910.00	23,600.00	(17,690.00)	25.04%
70754 Credit card processing services	421.69	1,317.72	2,922.00	(1,604.28)	45.10%
Total 70750 Operational professional fees	**$ 11,499.43**	**$ 32,239.59**	**$ 118,849.00**	**$ (86,609.41)**	**27.13%**
70790 Disaster expenses					
70791 Food and water	-	224.29	-	224.29	
70792 Other supplies	-	23.94	-	23.94	
Total 70790 Disaster expenses	**$ -**	**$ 248.23**	**$ -**	**$ 248.23**	
Total 70000 OPERATIONS	**$ 289,797.15**	**$ 957,112.05**	**$ 4,325,134.00**	**$ (3,368,021.95)**	**22.13%**
Total Expenses	**$ 292,477.75**	**$ 967,032.04**	**$ 4,353,919.00**	**$ (3,386,886.96)**	**22.21%**
Net Operating Income	**$ (180,023.59)**	**$ (595,814.10)**	**$ (2,264,201.00)**	**$ 1,668,386.90**	**26.31%**
Other Income					
80000 Other sources of cash					
80020 Other Revenue	-	6,698.91	-	6,698.91	
80030 Insurance reimbursements					
80032 Insurance Proceeds - VFIS Vehicle	-	58,601.53	-	58,601.53	
Total 80030 Insurance reimbursements	**$ -**	**$ 58,601.53**	**$ -**	**$ 58,601.53**	
Total 80020 Other Revenue	**$ -**	**$ 65,300.44**	**$ -**	**$ 65,300.44**	
Total 80000 Other sources of cash	**$ -**	**$ 65,300.44**	**$ -**	**$ 65,300.44**	
Total Other Income	**$ -**	**$ 65,300.44**	**$ -**	**$ 65,300.44**	
Other Expenses					
90000 Other uses of cash					
90010 Capital expenditures					
90200 Buildings					
90228 Furnishings	-	5,942.59	-	5,942.59	
90245 Building renovations	-	4,229.90	-	4,229.90	
Total 90200 Buildings	**$ -**	**$ 10,172.49**	**$ -**	**$ 10,172.49**	

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

	Month of March	Year to Date Jan - Mar '26	Budget	Over (Under)Budget	% of Budget
90300 Capital Purchase - Equipment					
90301 EMS	-	12,560.27	45,822.00	(33,261.73)	27.41%
Total 90300 Capital Purchase - Equipment	$ -	$ 12,560.27	$ 45,822.00	$ (33,261.73)	27.41%
90400 Apparatus purchases					
90401 EMS	73,446.00	73,446.00	854,846.00	(781,400.00)	8.59%
Total 90400 Apparatus purchases	$ 73,446.00	$ 73,446.00	$ 854,846.00	$ (781,400.00)	8.59%
90500 Support vehicles purchases					
90501 EMS	-	-	110,250.00	(110,250.00)	0.00%
Total 90500 Support vehicles purchases	$ -	$ -	$ 110,250.00	$ (110,250.00)	0.00%
Total 90010 Capital expenditures	$ 73,446.00	$ 96,178.76	$ 1,010,918.00	$ (914,739.24)	9.51%
Total 90000 Other uses of cash	$ 73,446.00	$ 96,178.76	$ 1,010,918.00	$ (914,739.24)	9.51%
92000 M&O Funded debt service					
92100 Principal payments					
92101 A10 P	-	-	28,404.00	(28,404.00)	0.00%
92102 MVFD Station - Masters Rd	-	-	74,615.00	(74,615.00)	0.00%
Total 92100 Principal payments	$ -	$ -	$ 103,019.00	$ (103,019.00)	0.00%
92200 Interest paid					
92201 A10	-	-	1,870.00	(1,870.00)	0.00%
96161 MVFD Station - Masters Rd	-	-	18,467.00	(18,467.00)	0.00%
Total 92200 Interest paid	$ -	$ -	$ 20,337.00	$ (20,337.00)	0.00%
Total 92000 M&O Funded debt service	$ -	$ -	$ 123,356.00	$ (123,356.00)	0.00%
94000 DEBT SERVICE FUND					
96000 Expenditures					
96100 Debt service					
96120 Principal payments					
96102 Trustmark - A11 & A12 P	-	-	70,990.00	(70,990.00)	0.00%
96124 Webster Bank - Admin/Masters Renovation	-	-	165,734.00	(165,734.00)	0.00%
Total 96120 Principal payments	$ -	$ -	$ 236,724.00	$ (236,724.00)	0.00%
96160 Interest payments					
96164 Webster Bank - Admin/Masters Renovation	-	-	82,200.00	(82,200.00)	0.00%
96202 A11 & A12	-	-	18,839.00	(18,839.00)	0.00%
Total 96160 Interest payments	$ -	$ -	$ 101,039.00	$ (101,039.00)	0.00%
Total 96100 Debt service	$ -	$ -	$ 337,763.00	$ (337,763.00)	0.00%
Total 96000 Expenditures	$ -	$ -	$ 337,763.00	$ (337,763.00)	0.00%
Total 94000 DEBT SERVICE FUND	$ -	$ -	$ 337,763.00	$ (337,763.00)	0.00%
Total Other Expenses	$ 73,446.00	$ 96,178.76	$ 1,472,037.00	$ (1,375,858.24)	6.53%
Net Other Income	$ (73,446.00)	$ (30,878.32)	$ (1,472,037.00)	$ 1,441,158.68	2.10%

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

	Month of	Year to Date			
	March	Jan - Mar '26	Budget	Over (Under) Budget	% of Budget
Net Income	$ (253,469.59)	$ (626,692.42)	$ (3,736,238.00)	$ 3,109,545.58	16.77%

Brazoria County ESD 3 Fire
Actual vs Budget

	Month of March	Jan - Mar '26	General Fire Budget	over Budget	% of Budget
Expenses					
60000 ADMINISTRATIVE EXPENSES					
60130 SAFE-D expenses					
60131 Membership dues	-	-	75.00	(75.00)	0.00%
60132 Conference registration	-	-	300.00	(300.00)	0.00%
60133 Training sessions	-	-	300.00	(300.00)	0.00%
60134 Conference travel, meals & lodging	-	1,558.41	1,000.00	558.41	155.84%
Total 60130 SAFE-D expenses	**$ -**	**$ 1,558.41**	**$ 1,675.00**	**$ (116.59)**	**93.04%**
60300 Office expense					
5025 Office Supplies & Expense	-	38.51	500.00	(461.49)	7.70%
60310 Meeting Expense	-	29.00	500.00	(471.00)	5.80%
Total 60300 Office expense	**$ -**	**$ 67.51**	**$ 1,000.00**	**$ (932.49)**	**6.75%**
60400 Professional fees					
60425 Other consulting projects	997.50	1,995.00	-	1,995.00	
Total 60400 Professional fees	**$ 997.50**	**$ 1,995.00**	**$ -**	**$ 1,995.00**	
Total 60000 ADMINISTRATIVE EXPENSES	**$ 997.50**	**$ 3,620.92**	**$ 2,675.00**	**$ 945.92**	**135.36%**
70000 OPERATIONS					
70200 Operation salaries & benefits					
70210 Salaries & wages expenses					
70211 Command staff	11,667.84	34,779.20	135,200.00	(100,420.80)	25.72%
70217 Apparatus Maintenance	-	-	123,971.00	(123,971.00)	0.00%
70218 Apparatus Maintenance overtime	-	-	12,419.00	(12,419.00)	0.00%
70230 Building maintenance technician	-	-	65,000.00	(65,000.00)	0.00%
Total 70210 Salaries & wages expenses	**$ 11,667.84**	**$ 34,779.20**	**$ 336,590.00**	**$ (301,810.80)**	**10.33%**
70239 Benefits					
70240 Salaries - Payroll Taxes					
70241 FICA	723.40	2,156.30	20,869.00	(18,712.70)	10.33%
70242 Medicare	169.18	504.29	4,881.00	(4,376.71)	10.33%
70243 Benefits - Unemployment Insurance (TWC)	-	63.00	196.00	(133.00)	32.14%
Total 70240 Salaries - Payroll Taxes	**$ 892.58**	**$ 2,723.59**	**$ 25,946.00**	**$ (23,222.41)**	**10.50%**
70250 Benefits - Medical Benefits					
70251 Medical insurance - employees	-	-	28,608.00	(28,608.00)	0.00%
70252 Medical insurance - dependents	-	-	11,293.00	(11,293.00)	0.00%
70253 Dental - employees	-	-	-	-	
70254 Dental - dependents	-	-	189.00	(189.00)	0.00%
Total 70250 Benefits - Medical Benefits	**$ -**	**$ -**	**$ 40,090.00**	**$ (40,090.00)**	**0.00%**
70270 Other employee benefits					
70271 Basic life insurance	16.50	49.50	297.00	(247.50)	16.67%
70272 Supplemental life insurance	34.00	102.00	214.00	(112.00)	47.66%

Brazoria County ESD 3 Fire
Actual vs Budget

	Month of March	Jan - Mar '26	General Fire Budget	over Budget	% of Budget
70273 Dependent life insurance	6.00	18.00	-	18.00	
70274 AD&D	2.70	8.10	49.00	(40.90)	16.53%
70275 Supplemental AD&D	3.00	9.00	5.00	4.00	180.00%
70276 Dependent AD&D	0.90	2.70	-	2.70	
70277 Short-term disability	66.00	198.00	967.00	(769.00)	20.48%
70278 Long-term disability	33.80	101.40	495.00	(393.60)	20.48%
70282 EAP	-	-	150.00	(150.00)	0.00%
70284 Next Level Prime	75.00	225.00	1,125.00	(900.00)	20.00%
70285 Accident & Sickness	-	-	2,100.00	(2,100.00)	0.00%
Total 70270 Other employee benefits	**$ 237.90**	**$ 713.70**	**$ 5,402.00**	**$ (4,688.30)**	**13.21%**
70290 Pension Plan					
70291 Benefits - Pension	1,029.09	3,067.49	34,540.00	(31,472.51)	8.88%
Total 70290 Pension Plan	**$ 1,029.09**	**$ 3,067.49**	**$ 34,540.00**	**$ (31,472.51)**	**8.88%**
70295 Workers compensation insurance					
70296 Benefits - Worker's Compensation	-	-	5,000.00	(5,000.00)	0.00%
Total 70295 Workers compensation insurance	**$ -**	**$ -**	**$ 5,000.00**	**$ (5,000.00)**	**0.00%**
Total 70239 Benefits	**$ 2,159.57**	**$ 6,504.78**	**$ 110,978.00**	**$ (104,473.22)**	**5.86%**
Total 70200 Operation salaries & benefits	**$ 13,827.41**	**$ 41,283.98**	**$ 447,568.00**	**$ (406,284.02)**	**9.22%**
70300 Insurance costs					
70311 Vehicle Insurance	-	-	1,410.00	(1,410.00)	0.00%
70312 Property & Casualty Insurance	-	-	10,000.00	(10,000.00)	0.00%
70313 General liability	-	-	7,286.00	(7,286.00)	0.00%
70319 Portable equipment	-	-	4,234.00	(4,234.00)	0.00%
Total 70300 Insurance costs	**$ -**	**$ -**	**$ 22,930.00**	**$ (22,930.00)**	**0.00%**
70350 Fleet operations					
70352 Preventative Maintenance	-	103.00	-	103.00	
Total 70350 Fleet operations	**$ -**	**$ 103.00**	**$ -**	**$ 103.00**	
70460 Equipment costs					
70469 AED maintenance contract	-	-	700.00	(700.00)	0.00%
Total 70460 Equipment costs	**$ -**	**$ -**	**$ 700.00**	**$ (700.00)**	**0.00%**
70500 Other personnel costs					
70501 Supplies - Uniforms	-	-	3,000.00	(3,000.00)	0.00%
70502 Sundry - Recruitment	-	-	2,000.00	(2,000.00)	0.00%
70503 Screening & testing	-	-	1,000.00	(1,000.00)	0.00%
70504 Background checks	-	37.35	500.00	(462.65)	7.47%
70507 PPE	-	-	6,000.00	(6,000.00)	0.00%
Total 70500 Other personnel costs	**$ -**	**$ 37.35**	**$ 12,500.00**	**$ (12,462.65)**	**0.30%**
70520 Training costs					
70522 Sundry - Permits, Certifications & Licenses	-	-	500.00	(500.00)	0.00%
70523 Sundry - Travel/Training	-	-	5,000.00	(5,000.00)	0.00%
70525 Professional development	-	-	5,000.00	(5,000.00)	0.00%
Total 70520 Training costs	**$ -**	**$ -**	**$ 10,500.00**	**$ (10,500.00)**	**0.00%**

Brazoria County ESD 3 Fire
Actual vs Budget

	Month of March	Jan - Mar '26	General Fire Budget	over Budget	% of Budget
70560 Medical supplies					
70568 Medical expendables	-	-	500.00	(500.00)	0.00%
Total 70560 Medical supplies	$ -	$ -	$ 500.00	$ (500.00)	0.00%
70600 Technology					
70604 ESO fire incident reporting	-	-	750.00	(750.00)	0.00%
70608 Computer repairs	-	-	500.00	(500.00)	0.00%
Total 70600 Technology	$ -	$ -	$ 1,250.00	$ (1,250.00)	0.00%
70650 Communications					
70655 Cell phones	40.77	122.31	1,000.00	(877.69)	12.23%
Total 70650 Communications	$ 40.77	$ 122.31	$ 1,000.00	$ (877.69)	12.23%
70700 Volunteer expenses					
70702 Salaries - Staffing Fees	-	-	7,000.00	(7,000.00)	0.00%
70706 Recruiting costs	-	-	2,756.00	(2,756.00)	0.00%
Total 70700 Volunteer expenses	$ -	$ -	$ 9,756.00	$ (9,756.00)	0.00%
Total 70000 OPERATIONS	$ 13,868.18	$ 41,546.64	$ 506,704.00	$ (465,157.36)	8.20%
Total Expenses	$ 14,865.68	$ 45,167.56	$ 509,379.00	$ (464,211.44)	8.87%
Net Operating Cash Flow (Deficit)	$ (14,865.68)	$ (45,167.56)	$ (509,379.00)	$ 464,211.44	8.87%
Other Income					
80000 Other sources of cash					
83000 Loan proceeds					
83300 Vehicles	-	-	3,150,000.00	(3,150,000.00)	0.00%
Total 83000 Loan proceeds	$ -	$ -	$ 3,150,000.00	$ (3,150,000.00)	0.00%
Total 80000 Other sources of cash	$ -	$ -	$ 3,150,000.00	$ (3,150,000.00)	0.00%
Total Other Income	$ -	$ -	$ 3,150,000.00	$ (3,150,000.00)	0.00%
Other Expenses					
90000 Other uses of cash					
90010 Capital expenditures					
90200 Buildings					
90245 Building renovations	-	495.00	-	495.00	
Total 90200 Buildings	$ -	$ 495.00	$ -	$ 495.00	
90300 Capital Purchase - Equipment					
90351 Fire	-	-	275,000.00	(275,000.00)	0.00%
Total 90300 Capital Purchase - Equipment	$ -	$ -	$ 275,000.00	$ (275,000.00)	0.00%
90400 Apparatus purchases					
90451 Fire	-	-	1,950,000.00	(1,950,000.00)	0.00%
Total 90400 Apparatus purchases	$ -	$ -	$ 1,950,000.00	$ (1,950,000.00)	0.00%
90500 Support vehicles purchases					
90551 Fire	-	-	200,000.00	(200,000.00)	0.00%
Total 90500 Support vehicles purchases	$ -	$ -	$ 200,000.00	$ (200,000.00)	0.00%
Total 90010 Capital expenditures	$ -	$ 495.00	$ 2,425,000.00	$ (2,424,505.00)	0.02%
Total 90000 Other uses of cash	$ -	$ 495.00	$ 2,425,000.00	$ (2,424,505.00)	0.02%
Total Other Expenses	$ -	$ 495.00	$ 2,425,000.00	$ (2,424,505.00)	0.02%
Net Other Sources (Uses) of Cash	$ -	$ (495.00)	$ 725,000.00	$ (725,495.00)	-0.07%

Brazoria County ESD 3 Fire
Actual vs Budget

	Month of March	Jan - Mar '26	General Fire Budget	over Budget	% of Budget
Net Cash Flow (Deficit)	$ (14,865.68)	$ (45,662.56)	$ 215,621.00	$ (261,283.56)	-21.18%

INVESTMENT REPORT, AUTHORIZATION AND REVIEW

Report for:
Brazoria County ESD 3

Report period from 1/1/2026 to 3/31/2026

Investment Pools	Inv rating	Interest rate	Value at Beginning of the Period Book	NAV	Market	Interest earned this period	Net Deposits or Withdrawals	Value at End of the Period Book	NAV	Market
Texas Class - Building improvements		3.7762%	$ 74,293.70	1	$ 74,293.70	$ 701.35	$ -	$ 74,995.05	1	$ 74,995.05
Texas Class - Equipment & PPE		3.7762%	$ 265,730.76	1	$ 265,730.76	$ 2,508.56	$ -	$ 268,239.32	1	$ 268,239.32
Texas Class - Vehicle replacement		3.7762%	$ 723,844.05	1	$ 723,844.05	$ 6,833.25	$ -	$ 730,677.30	1	$ 730,677.30
Texas Class - EMS funds		3.7762%	$ 2,739.05	1	$ 2,739.05	$ 25.94	$ -	$ 2,764.99	1	$ 2,764.99
Texas Class - General Reserves		3.7762%	$ 13,279,117.69	1	$ 13,279,117.69	$ 170,605.31	$ 5,476,135.93	$ 18,925,858.93	1	$ 18,925,858.93
Texas Class - Liverpool		3.7762%	$ 1,036.12	1	$ 1,036.12	$ 29.59	$ 23,864.07	$ 24,929.78		
Texas Class I&S tax fund		3.7762%	$ 223,130.15	1	$ 223,130.15	$ 2,106.43	$ -	$ 225,236.58	1	$ 225,236.58
Texas Class Loan funds		3.7762%	$ 1,581,294.11	1	$ 1,581,294.11	$ 14,927.84	$ -	$ 1,596,221.95		
TexPool - General reserve			$ 2,348,745.14	1	$ 2,348,745.14	$ 21,422.55	$ -	$ 2,370,167.69	1	$ 2,370,167.69
Totals			$ 18,499,930.77		$ 18,499,930.77	$ 219,160.82	$ 5,500,000.00	$ 24,219,091.59		$ 2,595,404.27

Certificates of Deposit & Money Market Accounts	Interest rate	Purchase Value	Term in Days	Value at Begin of Period	Interest accrued this period	Net Deposits or (Withdrawals)	Statement at end of period	Reconciling Items	Ending Ledger Balance
Wells Fargo operating				164,001.31	544.00	1,178,689.36	1,342,690.67		
Wells Fargo EMS collections				218,011.75	-	(169,659.75)	48,352.00		
Wells Fargo Sweep				424,061.46	4,565.49	(428,626.95)	-		
Totals		-		806,074.52	5,109.49	580,402.66	1,391,042.67		

Total Investments	$ 18,499,930.77	$ 19,306,005.29	$ 224,270.31	$ 6,080,402.66	$ 25,610,134.26		$ 2,595,404.27

Compliance Statement: 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.

Review: 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

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Agenda Item 3c

MEMO

TO: BCESD 3 Board of Commissioners

FROM: Jeff D. Braun, Executive Director

DATE: April 9, 2026

RE: Next Level Prime 3-Year Contract

A proposal was requested during the 2026 Budget preparation to renew our contract with Next Level Urgent Care for three years. The Board approved this contract with the Next Level Urgent Care effective on January 1, 2026, with the recommendation of the Executive Director and Finance Director. The primary benefit of this agreement was to lock in the rate of $75/month per employee for a three-year period instead of having an immediate increase up to $85/month per employee for 2026.

The goal was to finalize the contract at a Board meeting prior to the end of the year, but just recently staff learned that the agreement was not executed, even though the district's legal counsel reviewed and approved the form of the agreement. Attached is a copy of the agreement and it is my recommendation that the Board approve it and authorize me to execute the agreement.

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (this "***MTC***" or this "***Agreement***") govern all use of services from NLUC, PLLC, a Texas professional limited liability company ("***Next Level***"), by the entity **[Brazoria County ESD #3] (**the "***Employer***") (collectively the "***Parties***" and individually a "***Party***").

WHEREAS, Next Level is in the business of offering acute and primary care medical services (as further defined below, the "***Services***") through arrangements with licensed Texas providers;

WHEREAS, as part of its health plan and benefits, the Employer desires to offer certain of the Services provided by Next Level to Enrolled Persons (as defined below) pursuant to the terms and conditions set forth herein; and

WHEREAS, Next Level is willing to perform such Services under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Next Level and the Employer agree as follows:

1. **Next Level's Role and Responsibilities**.

   a. Next Level shall provide the Services selected from the option set forth in Schedule 1 to Enrolled Persons (as defined below) participating in the Program (as defined below).

   b. Next Level is not offering the Program as a health insurance plan or a substitute for health insurance. Additionally, the Program does not replace any existing or future health insurance or health plan coverage that an employer may maintain.

   c. Next Level shall maintain full autonomy with respect to patient care, medical decisions, recordkeeping, and any other service deemed to be the practice of medicine.

2. **Definitions**.

   a. "***Employer***" means **Brazoria County ESD #3.**

   b. "***Date of Enrollment***" means the effective date of the Employer's election for joining the Program (as set forth in Schedule 1), which may only be designated as the first day of a month.

   c. "***Enrolled Employee(s)***" shall mean employees employed by the Employer, whether or not the employee is covered under the Employer's group benefit plans.

   d. "***Enrolled Person(s)***" shall mean all Enrolled Employees and their dependents (if applicable) that are eligible to make use of the Services of the Program.

e. "***Program***" means the Next Level PRIME direct program offered and operated by Next Level.

f. "***Provider***" shall mean a physician, physician's assistant or nurse practitioner employed or engaged by Next Level.

g. "***Services***" comprising the Program shall include unlimited telemedicine visits and an unlimited number of visits with a Provider to seek medical evaluation and management visits related to chronic illnesses, and one annual wellness physical examination. The Program Services shall also include "***Urgent Care Services***" coverage, which shall entail an unlimited number of visits with a Provider at any Next Level location to seek treatment for an acute medical concern, such as a sudden illness or injury. The Services covered shall include the visit with a Provider, x-rays, IV fluids, casting, and CLIA-waived laboratory testing such as rapid strep, flu, RSV, Mono, Covid, trichomonas, urine pregnancy, and urinalysis. The Services must be provided at a Next Level location or via the Next Level telemedicine platform (the "***Platform***") in order to be covered by the Program. The Services under the Program shall not include: (a) any treatment or testing administered at a hospital visit (or any other healthcare facility) in connection with a chronic illness; (b) any visits to other physicians (including specialists) in connection with the chronic illness or in connection with complications from the chronic illness; or (c) any services not specifically mentioned in this definition. Other commonly utilized Services such as durable medical equipment, vaccines, Covid-related testing and non-CLIA waived laboratory testing listed in Schedule 2 are included in the price per employee per month.

3. **Direct Provider Program**.

a. Enrollment. Enrolled Employees and Enrolled Persons shall be enrolled in the Program (which shall include the Services designated in Schedule 1). Pursuant to the terms of Schedule 2. If labs need to be sent to an outside laboratory, Next Level will use Quest Laboratories. These labs will be treated as either a self-pay cost to the Enrolled Persons billed from Quest Laboratory OR the Enrolled Person may submit his/her insurance information to Quest for processing.

b. Monthly Fee. Employer shall pay a monthly fee for the included Services as set forth in Schedule 1 (the "***Monthly Fees***"). The Monthly Fees are due by the 1st day of each month. The Program and the included Services will be initiated only upon receipt of the first month's payment of the Monthly Fees but no earlier than the first day of the month after payment of the Monthly Fees has been received. A one percent (1%) penalty will be charged against any Monthly Fees that are not timely received by the 5th business day of each month.

c. Covered Person Determination. The Employer shall determine, in its sole discretion, which of its employees and their eligible dependents shall be considered an Enrolled Employee and/or Enrolled Person.

4. **Additional Services Outside of Direct Provider Program**.

   a. The Employer acknowledges and agrees that the Employer may elect for eligible Enrolled Persons to receive certain Services relating to the diabetes management program of Next Level (the "***Diabetes Management Services***") in accordance with the terms set forth on Schedule 3 attached hereto. The Employer understands and acknowledges that the fees for the Diabetes Management Services (the "***Diabetes Management Fees***") as set forth on Schedule 3 attached hereto shall be separate from the Monthly Fees paid by the Employer under the terms of Schedule 1 attached hereto. The Employer and Next Level shall coordinate on the contents and transmittal of an initial screener (an "***Initial Screener***") to be sent to Enrolled Persons who are considering the Diabetes Management Services. Enrolled Persons who successfully complete the Initial Screener will then be further evaluated for eligibility by Next Level in accordance with the terms of Schedule 3 attached hereto.

   b. The Employer also acknowledges that Enrolled Persons may elect to enter into direct arrangements with Next Level regarding certain health services (*e.g.*, weight loss services) that are not covered under the Services set forth in this Agreement (collectively, the "***Direct Services***"). Any fees for such Direct Services shall be paid for directly by the Enrolled Persons to Next Level and shall be separate from the Monthly Fees or any other fees paid by the Employer under this Agreement.

5. **Confidentiality**. From time to time during the Term of this Agreement, either Party (as the "***Disclosing Party***") may disclose or make available to the other Party (as the "***Receiving Party***"), non-public, proprietary, or confidential information of the Disclosing Party ("***Confidential Information***"), which includes (as it pertains to the Confidential Information of Next Level) but is not limited to pricing, methods, design and structure of the Program. The terms of this Agreement shall constitute Confidential Information. However, Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section 5; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source; *provided*, that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (d) was or is independently developed by the Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group (as defined below) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

   If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford the Disclosing

Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 5, the "***Receiving Party's Group***" shall mean the Receiving Party's affiliates and its employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, attorneys, accountants, and financial advisors. Notwithstanding the foregoing, Next Level will not be obligated to provide Confidential Information to the Employer regarding any patients, including but not limited to information protected under the Health Insurance Portability and Accountability Act of 1996.

6. **Term, Termination, and Survival**.

   a. Term. The term of this Agreement (the "***Term***") shall commence as of **January 1, 2026**, or the first day of the month after payment has been received, whichever is later (such date, the "***Effective Date***"), and shall continue through **December 31, 2029**, unless sooner terminated pursuant to the terms of this Agreement (such period, the "***Initial Term***"). This Agreement may be renewed for successive one (1) year terms with a six percent (6%) escalator annually (each, a "***Renewal Term***"), upon the written agreement of the Parties. The Initial Term and the Renewal Terms shall, collectively, constitute the Term of this Agreement.

   b. For Cause Termination. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "***Defaulting Party***"), if the Defaulting Party:

      i. Breaches this Agreement, including a failure to pay fees and compensation due under this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within ten (10) business days after receipt of written notice of such breach;

      ii. Becomes insolvent or admits its inability to pay its debts generally as they become due;

      iii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

      iv. Is dissolved or liquidated or takes any corporate action for such purpose;

      v. Makes a general assignment for the benefit of creditors; and/or

      vi. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

   c. The rights and obligations of the Parties set forth in this Section 6 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information, the rights and obligations set forth in Section 5 hereof will survive such termination or expiration of this Agreement.

d. Minimum Enrollment Requirement**:** Next Level requires that the Employer maintain at least five (5) employees enrolled in the plan at all times. If enrollment falls below five employees, the Employer will be billed monthly for a minimum of five employees.

e. Large Group Minimum Enrollment Requirement**:** Employers with contract rates based on 100 employees or more, if enrollment drops below 100 employees in any given month, the Employer will still be responsible for and billed monthly for a minimum of 100 employees.

7. **Effects of Termination**. In the event of a termination of this MTC, Next Level shall continue to perform the Services under this MTC through the designated termination date. However, if the termination date falls on any date other than the last day of the month, Next Level shall continue to perform the Services under this MTC until the last day of the month of the termination date. For example, if the termination date is March 15, Next Level shall continue to perform the Services under this MTC through March 31.

8. **The Program is Not Health Insurance**. The Employer acknowledges and agrees that the Program is not a health insurance plan or a substitute for health insurance. Rather, the Program is a contract to provide medical services at a discounted rate. Additionally, the Employer acknowledges and agrees that the Program does not replace any existing or future health insurance or health plan coverage that the Employer may offer to its employees (including any Enrolled Employees). The Employer also acknowledges and agrees that (a) the Services provided by Next Level are only a limited set of services that are a limited benefit under the Employer's medical plan and that, standing alone, the Services do not qualify as minimum essential coverage under the Patient Protection and Affordable Care Act (as amended, "***PPACA***"), (b) Next Level is not providing any legal or regulatory advice or service to the Employer, (c) Next Level assumes no fiduciary or other responsibility of any kind with respect to the Employer or its assets, notices, disclosures, or reporting obligations, and (d) Next Level is not taking on any administrative or fiduciary functions related to the medical plan of the Employer.

9. **Employer Responsibility**. The Employer is solely responsible for determining whether the Program is appropriate for use with its group health plan and compliant with all applicable laws, including but not limited to the implications of participating in the Program if the Employer offers a high deductible health plan that can be paired with a health savings account. The Employer shall determine and be solely responsible for advising its employees whether they may use funds from a Health Savings Account to pay for any services provided by Next Level. The Employer acknowledges and agrees that Next Level has made no representations to the Employer regarding the consequences that may result from the Employer's employees' use of funds from a Health Savings Account to pay for any services provided by Next Level. Next Level advises the Employer to seek legal counsel regarding this matter. The Employer agrees to indemnify and hold Next Level harmless with regard to any claims, losses, and/or damages related to the matters discussed in Section 9.

10. **Marketing Plan and Medical Plan Assurances**.

a. Next Level and the Employer shall enter into a marketing plan (the "***Marketing Plan***") pertaining to the Services that will be offered to Enrolled Persons (which shall also include, without limitation, the Diabetes Management Services and any Direct Services). The Marketing Plan may include methods by which each of Next Level and the Employer communicate directly with Enrolled Persons regarding the offered Services.

b. The Employer understands, acknowledges, and agrees that the Employer is solely responsible for complying with the Employee Retirement Income Security Act (as amended, "***ERISA***"), the PPACA, the Internal Revenue Code of 1986 (as amended, the "***Code***"), the Consolidated Omnibus Budget Reconciliation Act (as amended, "***COBRA***"), and any other applicable law governing the medical plan of the Employer, including, without limitation, any such provisions or rules relating to annual or lifetime benefit limits, preventative care, maximum out-of-pocket or cost sharing restrictions (including restrictions related to high-deductible health plans and associated health savings accounts), privacy and security in relation to the Health Insurance Portability and Accountability Act (as amended, "***HIPAA***"), HIPAA portability, all United States Equal Employment Opportunity Commission non-discrimination or other requirements related to group health plans and the voluntary nature of incentives, continuation coverage requirements, and any required coordination of benefits with respect to the Services provided under this MTC.

c. The Employer further acknowledges, agrees, and represents that the Employer has modified, to the extent necessary, any applicable HIPAA privacy notices to permit the uses and disclosures of the protected health information pertaining to the Employer's medical plan that may arise from and out of the Employer electing to make the Services available to Enrolled Persons, including, without limitation, the use of such protected health information as part of health care operations or for promoting the Services to Enrolled Members (but no additional services of Next Level). The Employer shall be responsible for determining which, if any, of such incentives shall fulfill any applicable federal, state, or local income or employment tax withholding obligations with respect to such provided incentives.

d. The Employer also acknowledges and agrees that (i) the Services provided by Next Level are only a limited set of services that are a limited benefit under the Employer's medical plan and that, standing alone, the Services do not qualify as minimum essential coverage under the PPACA, (ii) Next Level is not providing any legal or regulatory advice or service to the Employer, (iii) Next Level assumes no fiduciary or other responsibility of any kind with respect to the Employer or its assets, notices, disclosures, or reporting obligations, and (iv) Next Level is not taking on any administrative or fiduciary functions related to the medical plan of the Employer.

11. **Independent Contractor**. Each of the Parties to this MTC is an independent contractor with respect to the other Party, and neither Party is an agent, employee, or representative of the other. Neither Party will represent itself as an agent of the other or assume or create any obligation in the name of the other.

12. **Choice of Law**. This MTC and all related documents including all exhibits and schedules attached hereto, and all matters arising out of or relating to this MTC, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Texas, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

13. **Choice of Forum**. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this MTC, including all exhibits, schedules, attachments, and appendices attached to this MTC, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the United States District Court for the Southern District of Texas or the courts of the State of Texas sitting in Harris County, Texas, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the United States District Court for the Southern District of Texas or the courts of the State of Texas sitting in Harris County, Texas. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

14. **WAIVER OF JURY TRIAL**. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS MTC, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS MTC, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS MTC, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS MTC, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

15. **Indemnification**. The Employer shall indemnify, protect, defend, and hold harmless Next Level, its officers, directors, agents, representatives, affiliates, partners, members, and their respective successors and assigns, from and against any loss, liability, claim, damage, and expense (including attorneys' fees) arising out of or based upon: (a) the Employer's breach of this MTC, or (b) the Employer's false representation or misrepresentation to its employees regarding the services contemplated by this MTC, including the cost for the Services offered and performed by Next Level.

16. **Entire Agreement**. This MTC, including and together with any exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

17. **Notice**. All notices hereunder must be in writing to the other Party. If to Next Level, the notice shall be sent to:

NLUC PLLC
5718 Westheimer Road, Suite 1800
Houston, Texas 77057
Attn: Juliet Breeze
Email: jbreeze@nlucc.com

with a copy to:

_____
_____
_____
Attn: _____
Email: _____

Notices to any other Party must be transmitted to the Party's designated address via nationally-known express delivery and deemed given the next business day after actual delivery.

18. **Severability**. If any term or provision of this MTC is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this MTC or invalidate or render unenforceable such term or provision in any other jurisdiction.

19. **Amendments**. No amendment to, modification of, or termination of this MTC will be effective unless it is in writing and signed by the Parties.

20. **Waiver**. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. **Force Majeure**. Next Level shall not be liable or responsible to the Employer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Next Level including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage; *provided*, that if the event in question continues for a period in excess of sixty (60) days, the Employer shall be entitled to give notice in writing to Next Level to terminate this Agreement.

[S*ignature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates below (but to be made effective as of the Effective Date) by their respective duly authorized officers. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

EMPLOYER:

Brazoria County ESD #3

By: _____

Signature: _____

Title: _____

Date: _____

NEXT LEVEL:

NLUC PLLC

By: Brandon Moreno

Signature: _____

Title: Chief Financial Officer

Date: _____

SCHEDULE 1

NEXT LEVEL PRIME	
Membership	**Time of Service Payment**
☐ **$75 PEPM**	**$0 for 3 year term**

INCLUDED

All CLIA-waived labs (Rapid Strep, Flu, RSV, Mono, Covid, Urinalysis, Trichomonas, Urine Pregnancy)

X-rays, IV Fluids, Casting/Splinting

All Labs, DME, and Immunization listed in Schedule 2

NOT INCLUDED

All Diabetes Management Services listed in Schedule 3

Any Direct Services (e.g., weight loss services) that are selected by Enrolled Persons, which shall be payable directly by the Enrolled Persons.

SCHEDULE 2

IMMUNIZATIONS

Flu shot (4+ years)
Flu shot (6mo-4yr)
High dose flu
PPD/ TB Skin
PPD/ TB X - Ray
Hepatitis B adult per vaccination
Hepatitis B child per vaccination
TD (Tetanus)
TDAP
MMR
DTaP
Polio
Pneumoccoccal conj (PCV13)
Varicella
HepA (1-18 year)
HepA (18+ years)
HPV
Meningococcal (Menactra)
Shingrix
Rotavirus
Hib
MEN B
Pneumococcal (PPSV23)

DME

Airgel Ankle Stirrup
Gamed Day Ankle Brace
Universal Wrist Support
Arm Sling (Padded)
Crutches
Lumbar Support
Neoprene Hinged Knee Wrap
Pneumatic Walking Boot
Post Op Shoe
Slimline Cast Boot
Thumb Spica/Wrist Splint

COVID

Rapid Antigen Test

NEXT LEVEL LABS

CHEMISTRY
CMP
Lipid panel
TSH
Free T4
Total T3
HIV screen
Hemoglobin A1c
Microalbumin, Urine (w/creatinine)
Vitamin D
Hepatitis B Antibody
Hepatitis B Surface Antigen
Uric Acid
PSA
Vitamin B12/Folate
Testosterone, male
Hepatitis C Ab
Vitamin B12
Lipase
Folic Acid
Amylase
Hepatitis A
RPR Screen
Magnesium
Iron, total
Estradiol
FSH
LH
HCG Quantitative
Sedimentation Rate

CYTOLOGY
Pap smear

HEMATOLOGY
CBC

MICRO
Urine Culture
Throat Culture
Wound Culture

****Labs not on the list above will need to be sent to an outside laboratory. Next Level utilizes Quest Laboratories. Labs sent to Quest will be treated as either a self-pay cost to the employee/patient billed from Quest Laboratory to the employee/patient OR the employee/patient may submit their insurance information to Quest for processing.*

SCHEDULE 3

DIABETES MANAGEMENT SERVICES***

1. **Diabetes Management Services**. Participation in the Next Level diabetes management program (the "***Diabetes Management Program***") will include the following:

    a. Virtual consultations with medical providers employed or engaged by Next Level (each, a "***Provider***"), including an initial evaluation and monthly check-ins and progress follow-up sessions thereafter;

    b. Initial laboratory diagnosis confirmation medication management review;

    c. Up to twelve (12) additional virtual sessions with counselors employed or engaged by Next Level;

    d. Up to twelve (12) additional virtual sessions with health coaches employed or engaged by Next Level; and

    e. Either Semaglutide or Tirzepatide medication management.

2. **Eligibility Criteria**. In order to be eligible for the Diabetes Management Program, an Enrolled Person who has successfully completed the Initial Screening must satisfy the following medical criteria (the "***Diabetes Program Criteria***"). For the avoidance of doubt, no eligibility determinations by Next Level will be made on a basis that discriminates against any person with a health status (as defined in HIPAA and as modified by the PPACA and subsequent legislation and guidance).

    a. The Enrolled Person must have the initial evaluation check performed by a Provider and must also submit laboratory test results confirming a diagnosis of Diabetes (*i.e.*, the Enrolled Person's A1c must be equal to at least 6.5).

    b. The Enrolled Person must have access to the prescription medications described as part of the Diabetes Management Program through a compounding pharmacy.

3. **Fees; Pharmacy Disclosure**.

    a. The Diabetes Management Fees will be comprised of two (2) distinct payments: (i) fees charged by a third-party pharmacy (a "***Pharmacy***") for the prescription drugs, prescription fulfillment, and shipping of the prescriptions, and (ii) a fee charged by Next Level for the clinical and care facilitation services performed by Next Level.

    b. The clinical and care facilitation services fees charged by Next Level shall be equal to a monthly amount determined as follows: (i) $250 per month per Enrolled Person participating in the Diabetes Management Program with Semaglutide medication management assistance, and (ii) $450 per month per Enrolled Person participating in the Diabetes Management Program with Tirzepatide medication management assistance.

c. Next Level's preferred Pharmacy for fulfilling prescriptions and performing the other pharmacy-related services for the Diabetes Management Program is Empower Pharmacy (the "***Preferred Pharmacy***"). In the event that the Preferred Pharmacy is utilized for the Diabetes Management Program, then Next Level will be able to facilitate charging the Preferred Pharmacy's fees for the pharmacy-related services performed as part of the Diabetes Management Program, which shall be independently determined by the Preferred Pharmacy and which shall be passed along by Next Level to the Preferred Pharmacy without offset.

d. Notwithstanding the foregoing, each Enrolled Person retains the right to select their Pharmacy of choice, though electing to use an alternate Pharmacy for the pharmacy-related services of the Diabetes Management Program will result in such Pharmacy separately charging for their pharmacy-related services. The Employer shall ensure that all eligible Enrolled Persons are informed of their right to utilize a pharmacy of their choice.

4. **Billing and Collection**. Next Level shall invoice the Employer on a monthly basis for the Diabetes Management Fees incurred for the applicable period, and the Employer shall pay such invoiced amount within ten (10) business days of receipt of the invoice.

****The Diabetes Management Fees are not included in the monthly fees paid by the Employer. Instead, the fees for the Diabetes Management Services will be billed and collected separately from the Employer pursuant to the terms of this Schedule 3.*

Agenda Item 3d

Memo

To: Jeff Braun, Executive Director

From: Tim Welch, BCESD 3 EMS Chief TW

Date: 03/25/2026

Re: BCESD 3 Policy Revisions

The following policies have been revised to meet current EMS Division operational needs and to ensure licensing body compliance:

1024 Attendance and Time Management

- Absenteeism
  - EMS Division – this section was clarified as to who the employee needs to report an absence to or if they will be late to work.
    - Field Staff
      - If a field staff member or Lieutenant will be late for work or absent, the employee must notify the on-duty Captain by phone a minimum of 4 hours prior to the start of their shift and/or workday. If the employee cannot reach the on-duty Captain they are to call the Deputy Chief, Chief, or their designee.
    - Captains
      - If a Captain will be late to work or absent, the employee must notify the Deputy Chief or Chief by phone a minimum of 4 hours prior to the start of their shift and/or workday.

1120 EMS Division Staffing Plan

- This policy was retitled EMS Division staffing plan since this policy directly relates to EMS.
- M73 hours of operation were changed to 24/7/365

3102 Documentation of Patient Care

- On March 9, 2026, a new DEA rule which governs the EMS storage and administration of Schedule II-V controlled substances was enacted. This rule changed how the administration of controlled substances is documented and stored.
- Policy 3102 Documentation of Patient Care was revised to ensure compliance with the new DEA rule.

- Narcotic Administration
  - If the narcotic was administered according to the BCESD 3 Patient Care Guidelines, the BCESD 3 Medical Director's name must be typed in the physician section each time a narcotic is administered.
  - If a Verbal Order was received from a physician at the receiving medical facility for narcotic administration, that physician's name must be typed in the physician section.

3103 Controlled Substances Management

- This policy was completely revised to ensure compliance with new DEA rule which governs the EMS storage and administration of Schedule II-V controlled substances.
- Electronic controlled substances management software has been purchased, Schedule2, to ensure full compliance and required DEA reporting which is required in the new DEA rules for EMS.

3105 Quality Assurance/Quality Improvement

- This policy was revised to ensure compliance with new DEA rule which governs the EMS storage and administration of Schedule II-V controlled substances.
- Narcotic Administration
  - If the narcotic was administered by BCESD 3 Patient Care Guidelines, the BCESD 3 Medical Director's name must be present in the physician section each time a narcotic was administered.
  - If a Verbal Order was received from a physician at the receiving medical facility for narcotic administration, that physician's name must be present in the physician section.

Agenda Item 3di

1024 Attendance and Time Management

Applicability
This policy applies to all employees of BCESD 3.

Policy
The purpose of this policy is to provide clear guidance to all employees regarding expectations for attendance and time management.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

Definitions:
- **Absences**
  - **Excused Absence**: is an absence that is approved prior to the occurrence (i.e. jury duty, personal or family illness, jury duty, or other reasons approved by the employee's supervisor and/or manager.
  - **Unexcused Absence**: an unscheduled absence from work on one or more consecutively scheduled workdays or shifts not considered as a result of protected leave.
- **Grace Period**: There is a grace period before being tracked as tardy. This excludes tardiness protected by federal, state, or local regulations such as Family Medical Leave Act (FMLA) and Americans with Disabilities Act, amended (ADAA).
- **No-Call/No-Show**: A no-call/no-show is considered a failure to personally notify the manager or their designee, or report to work. An employee who is absent and fails to call in for three consecutive days to report the absence will be considered to have voluntarily terminated his or her employment.
- **Punctual**: Punctual means strictly following scheduled shift starting times or appointed times for meetings, education and training sessions, etc.
- **Patterns of Behavior**: Patterns of behavior may include, but are not limited to, a trend of absences before or after a regular scheduled day off; routine scheduled shifts and/or workdays, absences in conjunction with holidays; absences shortly after an occurrence has dropped of record; regularly leaving work prior to the end of the scheduled shift or workday; repeated failure to be punctual (regardless of the fifteen minute grace period); or regularly "missing" punches.
- **Scheduled Shift/Workday**: A scheduled shift or workday is the time period in which an employee is scheduled to work.

Procedure
- **Absenteeism**
  - Employees must take earned PTO time for every absence unless otherwise allowed by another company policy.
    - Administration:
      - If an employee will be late to work or absent, the employee must notify their supervisor or manager by phone a minimum of 1 hour prior to the start of their shift and/or workday.
      - If you are unable to call, have someone make the call for you. You are still required to personally make contact with your supervisor and/or manager as soon as you can.
    - EMS Division
      - Field Staff
        - If a field staff member or Lieutenant will be late to work or absent, the employee must notify the on-duty Captain by phone a minimum of 4 hours prior to the start of their shift and/or workday. If the employee cannot reach the on-duty Captain they are to call the Deputy Chief, Chief or their designee.

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- Captains
  - If a Captain will be late to work or absent, the employee must notify the Deputy Chief or Chief by phone a minimum of 4 hours prior to the start of their shift and/or workday.
- If you are unable to call, have someone make the call for you. You are still required to personally make contact with the on-duty Captain, Deputy Chief or Chief as soon as you can.
- Text message notification of a work absence or anticipated tardiness is not acceptable.

- Absence Occurrences:
  - Absence occurrences are tracked using 12-month calendar year and are calculated using the following criteria:

Occurrence Type	Number of Allowed Occurrences
Tardy with notification prior to the start of the shift	2
Leaving early (less than 2 hours) prior to the end of the shift	2
Leaving early (more than 2 hours) prior to the end of the shift	2
Absence with notification prior to the start of the shift: • Administration 1 hour notification prior to the start of the shift • EMS Division 4 hours notification prior to the start of the shift	1
Absence without notification prior to the start of the shift	0
Disciplinary Process	
The recommended discipline associated with occurrences accumulated in a 12-month calendar year are as follows: • Verbal Coaching – 3 Occurrences • Verbal Warning – 4 Occurrences • Written Warning – 5 Occurrences • Final Written Warning and Suspension – 6 Occurrences or • Absence without notification prior to the start of the shift • Termination – 8 Occurrences	

Time Management

- BCESD 3 has a dedicated time clock system for all non-exempt employees to record their time reporting to and leaving work shifts. Non-exempt employees are expected to clock in and out at the beginning and end of each shift, and for any time away from the workplace on personal business.
  - It is strictly forbidden for an employee to operate the time clock system to create either an 'in' or 'out' punch for anyone other than themselves.
  - Employees that continuously fail to clock in or out, as outlined above, may be subject to disciplinary action, up to and including termination of employment.
  - Should there be an issue with the clocking system preventing an employee from clocking an 'in' or 'out' they are to notify their supervisor or manager via E-mail.
  - All employees are expected to check their time and approve their timecard by the Saturday of the ending pay period. Failure to do so may result in in progressive disciplinary action.
- Administration:
  1) Employees may clock in as early as 15-minutes prior to the start of their scheduled shift or 15-minutes following the conclusion of their scheduled shift without penalty. Employees who clock in or out greater than 15-minutes prior to the start of their shift will be paid off their scheduled times, unless management approval has been granted to report to work earlier, staying later, or otherwise: or the employee notifies management in a timely manner that they were actually performing work during the period outside their normal scheduled times. Although employees will be paid for the time worked, working outside the scheduled times without approval may lead to disciplinary action up to and including termination.

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2) Periodically, there will be times during business, that employees may need to remain working past their scheduled end time (e.g., responding to a call for service on an ambulance that takes them past the end of their shift). In these cases, when the affected employees are clocking out, notation needs to be made in the time clock system indicating the reason for additional on-the-clock time (e.g., run number for an ambulance call, required training, etc.).
3) Lunch Time: Time spent at lunch is not considered part of an Administrative employee's work- time commitment. Hourly Administrative employees are required to clock out for lunch periods. Lunch periods are expected to be an hour or less. Hourly employees are required to take a minimum of 30 minutes for lunch each day.

- EMS Division
  1) Employees may clock in as early as 15-minutes prior to the start of their scheduled shift or 15-minutes following the conclusion of their scheduled shift without penalty but must have supervisor or manager approval.
     - Employees will be paid off their scheduled times, unless management approval has been granted to report to work earlier or to stay later following their shift.
     - A notation must be made in the time clock system indicating the reason for additional on-the-clock time (e.g., run number for an ambulance call, patient care report completion, required training, etc.).

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Agenda Item 3dii

1120 EMS Division Staffing Plan

Applicability
This policy applies to all BCESD 3 clinical employees.

Policy
It is the policy of BCESD 3 to implement a staffing plan that complies with state regulations and meets the needs of our 911-service area.

Procedure
BCESD 3 is the "911" EMS provider for the following areas: The City of Manvel and the extra territorial jurisdiction (ETJ), the City of Iowa Colony and ETJ, and unincorporated Brazoria County within Brazoria County Emergency Services District No. 3.

- **Ambulance Staffing**
  - BCESD 3 should at minimum operate three in-service ambulances, twenty-four hours each day, seven days each week.
  - During periods of peak demand or mass casualty incidents (MCI). BCESD 3 should operate additional ambulances as staffing allows.
  - BCESD 3 will staff ambulances in accordance with our Texas Department of State Health Services license.
  - Staffing vacancies within the schedule should be filled with available staff, if possible. Mandatory overtime may be required to fill open shifts as necessary, which is at the discretion of the EMS Chief or their designee.

- **Squad 70 (SQ70) Staffing**
  - The apparatus should be put into service as staffing allows.
  - When Squad 70 (SQ70) is in-service it should be staffed with a Paramedic.

UNIT	LOCATION	HOURS OF OPERATIONS
Medic 71	6931 Masters Road, Manvel, Texas	24 hours/day – 7 days/week
Medic 72	1511 County Rd 58 Rosharon, TX	24 hours/day – 7 days/week
Medic 73	3042 Meridiana Pkwy.	24 hours/day – 7 days/week

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Agenda Item 3diii

3102 Documentation of Patient Care

Applicability
This policy applies to all BCESD 3 EMS Division employees.

Policy
It is the policy of BCESD 3 to accurately and thoroughly document all patient care rendered.

Procedure
A patient care report is to be completed for each patient that is seen, treated, or transported by BCESD 3 personnel, unless otherwise specified. Additionally, for any incident that times and an incident number is generated, a report must also be generated. The patient care report should be completed in the electronic patient care reporting system and posted electronically. Paper signature sheets will be provided as a backup but must be scanned and attached to an electronic patient care record at the earliest convenience. The recommended format for all narrative documentation is the CHART (Chief Complaint, History, Assessment, Treatment, Transport) method; however, the format can be modified if all pertinent information is captured in the document.

Documentation shall include all required fields, including, but not limited to, the following:

- Patient's name and pertinent demographic information, including address, DOB, and SSN
- Run number, times
- Patient's Initial condition
- Texas Wristband number
- Hospital patient number
- Chief complaint
- HPI
- Vital signs (at least 2 sets)
- Findings from initial and focused assessment, physical exam, and ongoing assessment
- Treatment provided and time
- Medications administered with dosage, route, time, and concentration
    - Narcotic Administration
        - If the narcotic was administered according to the BCESD 3 Patient Care Guidelines, the BCESD 3 Medical Director's name must be typed in the physician section each time a narcotic is administered.
        - If a Verbal Order was received from a physician at the receiving medical facility for narcotic administration, that physician's name must be typed in the physician section.
- ECG strip and interpretation, if monitored
- Any condition changes
- Any deviation of medical guidelines
- Any physician, supervisor, or medical consult contact
- Patient's condition when released to ER staff
- Integrity of any interventions
- Report given to receiving facility with name of person care was transferred to
- List of any patient belongings left at the facility and with whom they were left
- Health or vehicle insurance information, if available
- For minors or incapacitated patients – include guarantor name, relationship, and contact info

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Documentation for patients who refuse treatment and/or transport shall include the following:

- All patient and call information listed above
- Chief complaint
- HPI
- Vital signs
- Findings from initial, focused assessment, and physical exam, if permitted
- All diagnostics performed on patient
- Efforts made to convince patient to receive treatment and transport
- Potential consequences of refusing further medical evaluation and treatment
- Signs and symptoms of worsening condition
- Ability to call for EMS to return if desired or needed
- Patient's capacity and understanding of advice given them

Every effort will be made to obtain the patient signature on the electronic patient care report. The only person who may sign within the Patient Signature box is the patient. If the patient is unable, or refuses to sign, a patient representative can sign on their behalf in the appropriate signature field. In all Instances where the patient is unable to sign, the EMS staff must document the reason. Simply placing "PUTS" or "unable to sign" is not a valid reason and is not acceptable. The EMS staff shall specify any limitations, deficiencies, treatments, or situations which prevent the patient from signing the ePCR.

Transports to facilities must include the receiving caregiver's signature, name, and title.

Draft PCR must be faxed to receiving facility prior to leaving facility.

All records must include the signature and credentials of crew members. Both EMS crew members must review and sign each record.

All patient care reports are to be filled out completely, accurately using correct spelling and medical terminology.

Patient care reports must be completed within 6 hours following the response. For extenuating circumstances, more time maybe granted for PCR completion with prior approval from the on-duty Captain, Chief or their designee in writing. If approval is granted, the employee will have an additional 8-hour period to complete the report.

An addendum to a patient care report must be completed by a Paramedic Supervisor for any consult.

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Agenda Item 3div

3103 Controlled Substances Management

1. Purpose

This policy will delineate all aspects of the BCESD 3 EMS Division controlled substances plan, how personnel interact with the plan ensuring the highest level of compliance with federal, state, and local statues, rules, and regulations of controlled substance utilization.

2. Definitions

Schedules of Controlled Substances

The drugs and other substances that are considered controlled substances under the Controlled Substances Act are divided into five schedules. A listing of the substances and their schedules is found in the DEA regulations, 21 C.F.R. Sections 1308.11 through 1308.15. A controlled substance is placed in its respective schedule based on whether it has a currently accepted medical use in treatment in the United States and its relative abuse potential and the likelihood of causing dependence. Some examples of controlled substances in each schedule are outlined below.

Schedule I Substances

Substances in this schedule have no currently accepted medical use in treatment in the United States, a lack of accepted safety for use under medical supervision, and a high potential for abuse. Some examples of substances listed in Schedule I are: heroin; lysergic acid diethylamide (LSD); marijuana (cannabis); peyote; methaqualone; and methylene- dimethoxy-methamphetamine ("ecstasy").

Schedule II Substances

Substances in this schedule have a high potential for abuse with severe psychological or physical dependence.

Examples of single entity Schedule II narcotics include morphine, codeine, and opium. Other Schedule II narcotic substances and their common name brand products include hydromorphone (Dilaudid®), methadone (Dolophine®), meperidine (Demerol®), oxycodone (OxyContin®), and fentanyl (Sublimaze® or Duragesic®).

Examples of Schedule II stimulants include amphetamine (Dexedrine® or Adderall®), methamphetamine (Desoxyn®), and methylphenidate (Ritalin®). Other Schedule II substances include cocaine, amobarbital, glutethimide, and pentobarbital.

Schedule III Substances

Substances in this schedule have a potential for abuse less than substances in Schedules I or II. Examples of Schedule III narcotics include combination products containing less than 15 milligrams of hydrocodone per dosage unit (i.e., Vicodin®) and products containing not more than 90 milligrams of codeine per dosage unit (i.e., Tylenol with codeine®).

Examples of Schedule III non-narcotics include benzphetamine (Didrex®), phendimetrazine, dronabinol (Marinol®), ketamine, and anabolic steroids such as oxandrolone (Oxandrin®).

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Schedule IV Substances

Substances in this schedule have a lower potential for abuse relative to substances in Schedule III. Examples of Schedule IV narcotics include propoxyphene (Darvon® and Darvocet- N 100®). Other Schedule IV substances include alprazolam (Xanax®), clonazepam (Klonopin®), clorazepate (Tranxene®), diazepam (Valium®), lorazepam (Ativan®), midazolam (Versed®), temazepam (Restoril®), and triazolam (Halcion®).

Schedule V Substances

Substances in this schedule have a lower potential for abuse relative to substances listed in Schedule IV and consist primarily of preparations containing limited quantities of certain narcotic and stimulant drugs. These are used for antitussive, antidiarrheal, and analgesic purposes. Examples include cough preparations containing not more than 200 milligrams of codeine per 100 milliliters or per 100 grams (Robitussin AC®, and Phenergan with Codeine®).

Policy

Registration Requirements

DEA registration grants Brazoria County ESD 3 authority to manage controlled substances. However, as a DEA registered practitioner, Brazoria County ESD 3 may only engage in those activities that are authorized under State law.

The DEA Certificate of Registration (DEA Form 223) must be maintained at BCESD 3 EMS Division Headquarters in a readily retrievable manner and kept available for official inspection.

Security Requirements

Title 21, CFR Section 1301.71(a), requires that all registrants provide effective controls and procedures to guard against theft and diversion of controlled substances.
BCESD 3 is required to store Schedule II through V controlled substances in a securely locked, substantially constructed cabinet. BCESD 3 will utilize a commercially available electronic access control safe to store a stock of controlled substances.

Recordkeeping Requirements

BCESD 3 must maintain inventories and records of controlled substances listed in Schedules I and II separately from all other records maintained by the program. Likewise, inventories and records of controlled substances in Schedules III, IV, and V must be maintained separately or in such a form that they are readily retrievable from the ordinary business records of the service. All records related to controlled substances must be maintained and be available for inspection.

- Records that are maintained utilizing Electronic Controlled Substances Management Software must be easily retrievable.
- Printed records that are kept onsite must be in a secure area and retained on the following schedule:
    - 2-year retention:
        - Controlled Substances Usage & Tracking (CSUTF) Forms
        - Narcotic Safe Logs
        - Controlled Substances Tag Logs
- 7-year retention
    - Medication Transaction Forms

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Inventory Requirements

BCESD 3 will maintain a complete and accurate record of the controlled substances on hand and the date that the inventory was conducted.

- The controlled substances inventory record may be electronic or written.
  - Electronic records will be maintained in the Electronic Controlled Substances Management Software and made available for inspection if requested to do so.
  - Written records may be handwritten or typewritten and will be maintained at BCESD 3 headquarters for at least two years from the date that the inventory was conducted.
- BCESD 3 conducts a daily inventory and an annual inventory according to this plan.

Main Station Inventory Requirements and Storage

- Inventory
  - A daily inventory of controlled substances located in the Main Station narcotic safe will be conducted by the on-duty Captain, Supervisor, Deputy Chief or EMS Chief. The inventory will be documented in the Electronic Controlled Substances Management Software or in the Main Station Narcotic Safe Log.
- Storage
  - The Main Station controlled substances will be stored in an electronic locked safe that is stored in the electronically locked Main Supply/Medication Room.

Apparatus Inventory Requirements and Storage

- Inventory
  - A daily inventory of controlled substances for each in-service apparatus will be conducted by an on-duty crew member assigned to that apparatus at the beginning of each shift.
    - Electronic Controlled Substances Management Software:
      1. Select "shift change" from the home screen and select inventory
      2. Enter the quantity of each product (i.e., Fentanyl, Midazolam, Ketamine, etc.) then click "next"
      3. Verify with signatures utilizing the assigned pin
    - Sealed Controlled Substances Box
      1. Scan the barcode or enter the seal number on the tag into the Electronic Controlled Substances Management Software
  - **If there are any discrepancies in narcotics inventory, contact the on-duty Captain and the Deputy Chief or EMS Chief immediately. A detailed incident report must be submitted explaining any discrepancy.**
- Storage
  - Apparatus controlled substances will be stored in a container that is sealed with a Controlled Substances Tag.
  - The controlled substances container will be stored in an electronic locked safe or in a keyed double locking mechanism.

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Usage

Once a controlled medication is administered the following must occur:

- The medication administered is to be documented in the patient care record per BCESD 3 Policy 3102 Documentation of Patient Care.
- The Electronic Controlled Substances Management Record must be completed:
  1. Scan or type in the control value number on the vial of the administered medication.
     - If using multiple vials in an administration, a separate med use will need to be completed for each vial used since control values are unique to each medication.
  2. Enter amounts of medications used
     - Number of vials used
     - Dosage of medication administered and wasted
     - Incident number
  3. Verify use and waste with signature
     - PIN will be entered by the administering Paramedic and the witness

If controlled medication inventory is low, complete the supply request using the BCESD 3 inventory control system, contact the on-duty Captain, Supervisor, Deputy Chief or the EMS Chief for replacement.

Disposal of Controlled Medications

- Wastage of Controlled Medications
  - A commercial controlled substance disposal system will be utilized either in the apparatus or at the BCESD 3 Main Station.
  - The amount of controlled substance medication to be wasted (milligrams/micrograms) and volume is to be documented in the Electronic Controlled Substances Management Record.
  - The medication is to be instilled into the controlled substance disposal system
    - The syringe or syringes are to be placed in a sharps container
    - The empty medication vial is then placed in a sharps container
  - The medication wastage/disposal will be verified by the administering Paramedic and their partner.
  - **At no time is the unused medication to be placed in a sharps container, sewer system, or onto the ground.**

- Reverse Distribution
  - BCESD 3 may dispose of out-of-date, damaged, or otherwise unusable or unwanted controlled substances by transferring them to a registrant who is authorized to receive such materials. These registrants are referred to as "Reverse Distributors."
  - Schedule I and II controlled substances should be transferred via the DEA Form 222
  - Schedule III–V compounds may be transferred via an invoice
  - BCESD 3 will maintain copies of the records documenting the transfer and disposal of controlled substances for two years.
  - Disposal of controlled substances utilizing a reverse distribution mechanism will be documented using the Electronic Controlled Substances Management System.

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Replacement of Controlled Medications

Controlled medications that are used or expired will be replaced as soon as possible by the on-duty Captain, Supervisor, Deputy Chief or EMS Chief utilizing the Electronic Controlled Substances Management System.

1. Select "Replenishment" from the truck inventory you wish to restock.
2. Select supplier (i.e., Bound Tree, Henry Schein, Life Assist, etc.)
3. Scan the manufacturer's packaging QR code.
4. Select the number of vials you are pulling from the package.
5. Scan the control values on the vials you are pulling from the package, then save.
6. Select the lot that was last received
7. The receiving truck will see the breakdown of the mediations received in their inventory.
8. The receiving crew will complete the electronic verification.
    - First verification
        - Paramedic receiving the medication will enter their PIN
    - Second verification
        - The on-duty Captain, Supervisor, Deputy Chief or EMS Chief will enter their PIN

Ordering Controlled Medications

- Controlled substance medications will be procured, stored, and dispensed under the license and supervision of BCESD 3 Medical Director in accordance with the Drug Enforcement Administration ("DEA") procedure.
    - Only schedules I and II controlled substances are ordered with an official order form, DEA Form 222, or the electronic equivalent (see below, Controlled Substance Ordering System (CSOS) – Electronic Order Forms).
    - A DEA Form 222 is required for each distribution, purchase, or transfer of a schedule II-controlled substance.
    - Power of Attorney to Sign an Official Order Form
        - BCESD 3 may authorize one or more individuals, to obtain and execute DEA Forms 222 by granting a Power of Attorney to each such individual.
        - The Power of Attorney must be signed by the same person who signed the most recent application for registration or renewal registration, as well as the individual authorized to obtain and execute DEA Form 222.

Registration

- The BCESD 3 DEA registration must be renewed every three years utilizing DEA Form 224a, Renewal Application for DEA Registration. The cost of the application fee is indicated on the application form.
- To renew a registration, the most current information from the existing BCESD 3 registration must be utilized.
- A registrant can renew online no more than 60 days before the current expiration date. **The DEA Form 224a should be completed online** and can be found at www.DEAdiversion.usdoj.gov.

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Inventory Audit

- Quarterly
  - The EMS Chief and a Senior Command Staff member will conduct an internal audit of the controlled substances inventory. The electronic locked safes on the ambulances will be interrogated and the electronic records checked and verified against the Electronic Controlled Substances Management System.
- Annually
  - The EMS Chief and an independent EMS Director/auditor will conduct an audit of the controlled substances inventory.
  - The EMS Chief shall produce a report which will be signed by the independent EMS Director/auditor and make it available to the Medical Director and the Board of Commissioners of the organization, as required.
  - The report shall remain on file for a two-year period.
- During the audit, if discrepancies are noted, the EMS Chief shall immediately notify the Medical Director.

Security

Anytime a Senior Command staff member is on administrative leave from the organization, resigns from the organization or is terminated by the organization the following actions will be taken:

- The employee's pin will be removed from the Electronic Narcotic Safe System and from the Electronic Controlled Substances Management System.

Recording Additions to Stock Inventory

Controlled substances added to Main Station inventory will be documented using the BCESD 3 Electronic Controlled Substances Management System:

1. Select "Receive" from the home screen
   - You will need to select a replenishment type for loose vials if those are received.
2. Enter Purchase Order Details
   - Select the supplier (e.g., Bound Tree, Henry Schein, Life Assist, etc.)
     - Optional: Purchase Order # and 222 Upload
3. Receive Packages On Hand ➡️ Click Next
   - Ensure your cursor is on "Start Scanning"
4. Scan the GS1 DataMatrix Barcode for each product received.
   - The barcode will be located on the outside of the package and looks like the one below:

   - Scan boxes received.
     - The products will be logged as being received and automatically populate the Lot # and expiration date.
   - If a wireless scanner is not available, select "Start Manual Entry."
     - Select a Product from your list or add a new NDC.
     - If selecting existing product, select existing NDC or add a new NDC.
     - Select from existing Lot # or add a new Lot #.
     - Enter number of packages received for this specific product and click "Add"

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5. Finalize
    - To complete the replenishment, you will finalize with verification two signatures on-duty Captain, Supervisor, Deputy Chief or EMS Chief.
    - Once all verification signatures have been added, the station inventory count will be automatically updated with the medications added.

Medication Quarantine Inventory

The quarantine inventory is used to store controlled substances that are outdated, damaged, deteriorated, misbranded, or adulterated, or that are in immediate or sealed, secondary containers that have been opened.

1. Navigate to the "Transfers" page from the inventory you want to transfer FROM.
2. Select "Add Transfer" then choose Quarantine as the inventory that you will be transferring TO
3. Once the transfer is initiated, you will select the product you wish to transfer to quarantine
    - If you have more than 1 NDC for the drug you are selecting, please find the NDC on vial packaging and confirm before proceeding.
4. After entering your product(s), proceed to the signatures page to finalize
5. Once a product is successfully transferred to the quarantine inventory, you complete DEA Form 41 for its destruction.

Quick Transfer of Expired Products (Web Only):

- When accessing S2 from the web, you will select the "Expired" tab from the home dashboard to bring up a list of all expired inventory products.
    1. The quarantine inventory will automatically be selected as the destination
    2. Select the inventory and product(s) you wish to quarantine
    3. Review the products to be transferred and click "next"
    4. Complete verification, two signatures on-duty Captain, Supervisor, Deputy Chief or EMS Chief.

Breakage and Spillage

Breakage or Spillage of controlled substances does not constitute a "loss" of controlled substances.

- When there is breakage, damage, or spillage or some other form of destruction, any recoverable controlled substances must be disposed of according to DEA requirements.
- When this disposal occurs, it must be reported to DEA on a **DEA Form 41 (Registrants Inventory of Drugs Surrendered)**.
- Damaged goods may also be disposed of through shipment to a reverse distributor or by a DEA approved process as defined in **Section IV. Transfer or Disposal of Controlled Substances.**
- Any controlled substance disposed of because of breakage and spillage must be transferred to Medication Quarantine in the Electronic Controlled Substances Management System.
- A BCESD 3 Incident Form must be completed.

Loss & Theft Reporting

Should a theft or loss be detected, it is the responsibility of the BCESD 3 EMS Division EMS Chief to act with purpose and urgency by initiating the following procedures within **one business day** of the discovery of the theft or loss:

Title 21 CFR Part 1301.91 Employee responsibility to report drug diversion

It is the position of the DEA and BCESD 3 that an employee who has knowledge of drug diversion from his employer by a fellow employee has an obligation to report such information to the EMS Chief, Deputy Chief or on-duty Captain immediately.

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1. DEA
    - The theft of controlled substances from BCESD 3 is a criminal act and a source of diversion that requires notification to the DEA.
    - Brazoria County ESD 3 will notify in writing the local DEA Diversion Field Office (DEA **Appendix K**) within **one business day** of discovery of a theft or loss of a controlled substance.
    - The DEA must be notified directly. This requirement is not satisfied by reporting the theft or loss in any other manner.
    - Notice to the DEA Diversion Field Office will be made by the BCESD 3 EMS Chief of their designee within 24 hours of the detection of suspected theft or loss of controlled substances.
    - If the investigation finds theft or loss, Complete DEA Form 106
        - The BCESD 3 EMS Chief must complete DEA Form 106 (Report of Theft or Loss of Controlled Substances) which can be found online at www.DEAdiversion.usdoj.gov under the Quick Links section. DEA Form 106 is used to document the actual circumstances of the theft or significant loss and the quantities of controlled substances involved. Completed DEA Form 106 will be forwarded to the local DEA Diversion Field Office, and a copy will be placed in the BCESD 3 DEA file.

2. Local Police
    - Notice to local law enforcement will be made by the BCESD 3 EMS Chief of their designee within 24 hours of the detection of suspected theft or loss of controlled substances.

3. Texas Department of State Health Services
    - Notice to TDSHS will be made by the BCESD 3 EMS Chief of their designee within 24 hours of the detection of suspected theft or loss of controlled substances.

4. US Food and Drug Administration (FDA)
    - Any evidence of tampering will also be reported to the US Food and Drug Administration (FDA) by the BCESD 3 EMS Chief of their designee.

❖ Prompt notification to enforcement agencies will allow them to investigate the incident and prosecute those responsible for the diversion. If there is a question as to whether theft or loss has occurred. Brazoria County ESD 3 will err on the side of caution and report it to DEA and local law enforcement authorities.

❖ Drug Testing will be conducted per BCESD 3 Policy 1007 Drug Testing.

References

U.S. Department of Justice, Drug Enforcement Administration, Diversion Control Division (2010). Pharmacist's Manual. https://www.deadiversion.usdoj.gov/pubs/manuals/pharm2/index.html
U.S. Department of Justice, Drug Enforcement Administration, Diversion Control Division (2006). Practitioner's Manual. https://www.deadiversion.usdoj.gov/pubs/manuals/pract/index.html
Controlled Substances Act (CSA) Title 21 United States Code (21 U.S.C.) 800 – 971; DEA Regulations, Title 21 Code of Federal Regulations (21 C.F.R.) Parts 1300 - End

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Agenda Item 3dv

3105 Quality Assurance/Quality Improvement

Applicability
This policy applies to all BCESD 3 EMS Division employees responsible for providing emergency medical care.

Policy
It is the policy of BCESD 3 that quality assurance monitoring will be performed, and quality improvement programs implemented to consist of:

- Constant and accurate evaluation of patient care-oriented activities of all EMS personnel within the system
- Constant and accurate evaluation of the operational, administrative, and procedural activities of our system as they relate to the delivery of patient care
- Accurate determination of the training and educational needs of both individual EMS providers and the EMS system as a whole
- Providing continuous training and education to our providers which address the actual training and educational needs
- Identification of areas of potential improvement in our system in all areas of patient care and operations
- Providing organizational management and administration with an accurate assessment tool for evaluating employees' performance in patient care related activities

Procedure
A variety of assessment tools and evaluation methods are utilized to identify potential problems for specific attention by the QI process. These include, but are not limited to:

1. Patient care report audits
    - Patient care report queries sent to BCESD 3 EMS Division personnel must be answered within 24 hrs. of receipt at next shift duty. BCESD EMS personnel should be notified via E-mail of the pending query.
2. Direct observance of patient care activities
3. Customer satisfaction surveys
4. Patient outcome tracking

Patient Care Report (PCR) Review Process

- Patient care reports will be reviewed through the electronic patient care report platform.
- At a minimum, a random audit of 75 percent of all patient care reports will be conducted to ensure documentation accuracy and completeness as well as adherence to clinical operating guidelines.
- The types of patient care reports that are subject to review may include and not be limited to:
    - Cases involving advanced airway management
    - Cardiac arrests
    - Refusals of transport for patients less than five years of age
    - Suspected STEMI cases
    - Suspected stroke/CVA cases
    - Trauma patients with GCS < 8
    - Cases in which controlled substances and paralytics are administered

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- Electronic PCR review process:
  1. **Clinical**
     1. Click on QM
     2. Set Preferences to:
        - **Reviews**: All Reviews
        - **Type:** Clinical Reviews
        - **Status**: Not Reviewed
     3. Click on “Pop Out PCR”
     4. Review using “Required Items” Checklist:
        1. Patient Information
           - Name
           - Gender
           - DOB
           - SSN
           - Weight (If Medications were given)
           - Address (Making sure it is an actual street address)
           - Telephone Number
        2. Clinical Impression
           - Primary Impression
           - Chief Complaint
        3. Flowchart
           - In Time sequence order
           - Medications correct Route/Dose
             - Narcotic Administration
               - If the narcotic was administered by BCESD 3 Patient Care Guidelines, the BCESD 3 Medical Director’s name must be present in the physician section each time a narcotic was administered.
               - If a Verbal Order was received from a physician at the receiving medical facility for narcotic administration, that physician’s name must be present in the physician section.
           - Correspond with BCESD#3 Clinical Guidelines
        4. Assessments Tabs
           - Refusals 1x/ Transports 2x
           - Correspond with injuries/condition of Pt
        5. Narrative
           - Matches Flowchart
           - In C.H.A.R.T. Form
        6. Destination
           - Location type
           - Address
           - Zone (In Territory or Mutual Aids ONLY)
           - Condition at Destination
        7. Insurance
           - Name of Patient / Parent Req if Minor
           - Payer (Insurance/Medicare/Medicaid/Workers/Self-Pay)
           - Policy #
           - Minor’s: Parents Name and Telephone #
        8. Signatures:
           - Patient’s signature (Not a Line or Dot or ”COVID-19”)
           - ALL Personals Signatures apart of call
           - Refusals have Witness Signatures that isn’t “Lead”

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9. Attachments:
    - Hospital Face Sheet/Sticker
    - Patients ID/ Insurance
    - Narcotic Forms
5. After Review is completed Input any needed items in “Add Notes”
6. Change Review Status to “Review Committee”
7. Click “Home”

2. **Documentation**
    1. Click on QM
    2. Set Preferences to:
        - **Reviews**: All Reviews
        - **Type**: Document Reviews
        - **Status**: Not Reviewed
    3. Click on “Pop Out PCR”
    4. Review using “Required Items” Checklist:
        - Patient’s name
        - Patient’s date of birth
        - Patient’s address
        - Patient’s insurance
        - Texas Wristband number
        - Hospital patient number
        - Signatures (If no signature from patient, then signature from hospital staff in Lu and an explanation noted in narrative)
    5. Select “ Info needed or Approved. **Do not select “Approved do not bill.”**
    6. After Review is completed Input any needed items in “Add Notes”
    7. Click home
3. **Billing**
    1. Click on QM
    2. Set Preferences to:
        - **Reviews**: All Reviews
        - **Type**: Billing Reviews
        - **Status**: Not Reviewed
    3. Click on “Pop Out PCR”
    4. Select reviewed
    5. Click home
    1. Pearls:
        - If you select “do not bill” the coders will not look at the report. If you select Reviewed the coders will look at the report and decide to bill or not bill.
        - All reports that do not have a Patient signature need to have the Medic and the nurse signature. It also MUST have a reason the Patient could not sign in on the form as well as on the narrative. Government agencies will NOT pay if it is not in the narrative.
        - The more detailed the report is and the more specific the history of present illness is the better. Government agencies use the narrative to determine billing.
        - Be sure that all treatments and procedures are in the flow chart. This is the area that the coders look at and use to determine billing.

The Medical Director will participate in the BCESD 3 EMS Division Quality Assurance/Quality Improvement process. Patient Care Reports that indicate major patient care guideline deviations or policy deviations should be reviewed by the Medical Director.

Data may be extrapolated and compiled through manual or automated processes for the purpose of determining clinical trends and/or identifying areas of clinical concern and/or improvement.

Direct Observance

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Any member of the BCESD EMS Division Senior Command Staff may conduct direct observance field evaluations through field responses with field personnel on a random, unannounced basis. Exceptional occurrences should be reported to the Medical Director or his/her designee through an approved reporting tool for review.

Customer Satisfaction Surveys
The EMS Chief may choose to implement a method of soliciting feedback from BCESD 3 customers (i.e., direct mail or phone survey). Feedback will be regularly reviewed for deviations from expected standards.

Patient Outcome Tracking
The BCESD 3 EMS Division will work with hospital partners to obtain outcome data on patients treated by BCESD 3 EMS Division filed personnel. Outcome data will be shared with the Medical Director and other involved providers to promote improvement of clinical processes as directed and authorized by the EMS Chief.

Quality Improvement Interface with Continuing Education
The EMS Chief or their designee will identify educational and training needs based on data from the Quality Assurance process and established best practices within the EMS community. The EMS Chief or their designee should work in conjunction with the Continuing Education department and the Medical Director to develop a comprehensive continuing education plan. Continuing education programs may also be designed around minimum requirements set forth by the Texas Department of State Health Services.

DRAFT

Agenda

Item 4

No Documentation for this Item

Agenda Item 5

McCall Gibson Swedlund Barfoot Ellis PLLC

Certified Public Accountants

Chris Swedlund
Noel W. Barfoot
Joseph Ellis
Ashlee Martin

Mike M. McCall
(retired)
Debbie Gibson
(retired)

April 13, 2026

Board of Directors
Brazoria County Emergency Services District No.3

We have audited the financial statements of the governmental activities and each major fund of Brazoria County Emergency Services District No. 3 (the "District") for the year ended December 31, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement continuance letter to you dated December 8, 2025. Professional standards also require that we communicate to you the following information related to our audit. For the purposes of this letter, the term "management" refers to the Board of Directors and/or District consultants.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. Significant accounting policies used by the District, including new accounting policies, if any, that have been adopted and implemented during the current fiscal year, are discussed in Note 2. We noted no transactions entered into by the District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period. The financial statement disclosures are neutral, consistent, and clear.

Accounting estimates are an integral part of the financial statements and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the District's financial statements were management's estimate of depreciable lives of capital assets and amounts recorded as due to developer. Depreciation of infrastructure assets is based on industry wide accepted estimated useful lives taken on a straight-line basis, or on the life of the applicable contract in the case of intangible assets. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The District's bookkeeper and Board of Directors will be provided with all such adjustments.

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Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management's Discussion and Analysis and the budgetary comparison schedule for the General Fund, which are required supplementary information ("RSI") that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the use of the Board of Directors of the District and is not intended to be, and should not be, used by anyone other than that specified party.

Sincerely,

McCall Gibson Swedlund Barfoot Ellis PLLC
Certified Public Accountants
Houston, Texas

DRAFT SUBJECT TO CHANGE

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

BRAZORIA COUNTY, TEXAS

ANNUAL FINANCIAL REPORT

DECEMBER 31, 2025

DRAFT SUBJECT TO CHANGE

McCALL GIBSON SWEDLUND BARFOOT ELLIS PLLC
Certified Public Accountants

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McCall Gibson Swedlund Barfoot Ellis PLLC

Certified Public Accountants

Chris Swedlund
Noel W. Barfoot
Joseph Ellis
Ashlee Martin

Mike M. McCall
(retired)
Debbie Gibson
(retired)

INDEPENDENT AUDITOR'S REPORT

Board of Commissioners
Brazoria County Emergency
Services District No. 3
Brazoria County, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of Brazoria County Emergency Services District No. 3 (the "District") as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the District as of December 31, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - General Fund, the Schedule of Changes in TCDRS Net Pension Liability and Related Ratios, the Schedule of District Contributions-TCDRS Pensions, and the Schedule of Changes in Proportionate Share of Net Pension Liability and Contributions to TESRS be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The other supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The supplementary information, excluding that portion marked "Unaudited" on which we express no opinion or provide an assurance, has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

McCall Gibson Swedlund Barfoot Ellis PLLC
Certified Public Accountants
Houston, Texas

April 13, 2026

DRAFT SUBJECT TO CHANGE

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE YEAR ENDED DECEMBER 31, 2025

Management's discussion and analysis of Brazoria County Emergency Services District No. 3's (the "District") financial performance provides an overview of the District's financial activities for the year ended December 31, 2025. Please read it in conjunction with the District's financial statements.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The basic financial statements include: (1) fund financial statements and government-wide financial statements and (2) notes to the financial statements. The fund financial statements and government-wide financial statements combine both: (1) the Statement of Net Position and Governmental Funds Balance Sheet and (2) the Statement of Activities and Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance. This report also includes required and other supplementary information in addition to the basic financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The District's annual report includes two financial statements combining the government-wide financial statements and the fund financial statements. The government-wide financial statements provide both long-term and short-term information about the District's overall status. Financial reporting at this level uses a perspective like that found in the private sector with its basis in full accrual accounting and elimination or reclassification of internal activities.

The Statement of Net Position includes all the District's assets, liabilities, and deferred inflows and outflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District as a whole is improving or deteriorating. Evaluation of the overall health of the District would extend to other non-financial factors.

The Statement of Activities reports how the District's net position changed during the current year. All current year revenues and expenses are included regardless of when cash is received or paid.

FUND FINANCIAL STATEMENTS

The combined statements also include fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District has one governmental fund type. The General Fund accounts for resources not accounted for in another fund, property tax revenues, service revenues, costs of assessing and collecting taxes and general expenditures.

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FUND FINANCIAL STATEMENTS (Continued)

Governmental funds are reported in each of the financial statements. The focus in the fund financial statements provides a distinctive view of the District's governmental funds. These statements report short-term fiscal accountability focusing on the use of spendable resources and balances of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of the District and the commitment of spendable resources for the near-term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. The adjustments columns, the Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position, and the Reconciliation of the Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance to the Statement of Activities explain the differences between the two presentations and assist in understanding the differences between these two perspectives.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements.

OTHER INFORMATION

In addition to the financial statements and accompanying notes, this report also presents certain required supplementary information ("RSI") and other supplementary information. The budgetary comparison schedule is included as RSI for the General Fund.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of the District's financial position. In the case of the District, assets and deferred outflows exceeded liabilities and deferred inflows of resources by $24,258,648 as of December 31, 2025.

A portion of the District's net position reflects its net investment in capital assets (e.g. land, buildings, trucks and equipment less any debt used to acquire those assets that is still outstanding). The District uses these assets to provide additional vehicles, equipment and facilities to its service providers and to the District.

The following is a comparative analysis of government-wide changes in net position:

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GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Summary of Changes in the Statement of Net Position

	2025	2024	Change Positive (Negative)
Current and Other Assets	$ 31,377,277	$ 26,682,029	$ 4,695,248
Capital Assets and Right-of-Use Assets (Net of Accumulated Depreciation/Amortization)	14,970,098	13,903,568	1,066,530
Total Assets	$ 46,347,375	$ 40,585,597	$ 5,761,778
Deferred Outflows of Resources	$ 339,993	$ 309,046	$ 30,947
Long-Term Liabilities	$ 8,369,739	$ 7,014,399	$ (1,355,340)
Other Liabilities	1,085,968	1,584,788	498,820
Total Liabilities	$ 9,455,707	$ 8,599,187	$ (856,520)
Deferred Inflows of Resources	$ 12,973,013	$ 11,685,362	$ (1,287,651)
Net Position:			
Net Investment in Capital Assets	$ 5,955,699	$ 6,377,384	$ (421,685)
Restricted	115,020	41,332	73,688
Unrestricted	18,187,929	14,191,378	3,996,551
Total Net Position	$ 24,258,648	$ 20,610,094	$ 3,648,554

The following table provides a summary of the District's operations for the year ended December 31, 2025, and for the year ended December 31, 2024.

Summary of Changes in the Statement of Activities

	2025	2024	Change Positive (Negative)
Revenues:			
Property Taxes	$ 11,840,028	$ 10,600,834	$ 1,239,194
Other Revenues	3,759,697	2,975,928	783,769
Total Revenues	$ 15,599,725	$ 13,576,762	$ 2,022,963
Expenses for Services	11,951,171	10,821,391	(1,129,780)
Change in Net Position	$ 3,648,554	$ 2,755,371	$ 893,183
Net Position, Beginning of Year	20,610,094	17,854,723	2,755,371
Net Position, End of Year	$ 24,258,648	$ 20,610,094	$ 3,648,554

DRAFT SUBJECT TO CHANGE

FINANCIAL ANALYSIS OF THE DISTRICT'S GOVERNMENTAL FUNDS

The District's fund balance as of December 31, 2025, was $17,305,454, an increase of $3,892,102 from the prior year. This increase was primarily due to operating revenues exceeding operating expenditures.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Board of Commissioners adopted an unappropriated budget for the current fiscal year. Actual revenues were $1,580,293 more than budgeted revenues, actual expenditures were $1,888,801 less than budgeted expenditures, resulting in a positive variance of $3,469,094.

CAPITAL ASSETS

Capital assets as of December 31, 2025, total $14,579,565 (net of accumulated depreciation) and include land, buildings, trucks and equipment.

Capital Assets At Year-End, Net of Accumulated Depreciation

	2025	2024	Change Positive (Negative)
Capitals Assets Not Being Depreciated:			
Land and Land Improvements	$ 915,909	$ 915,909	$
Construction in Progress	1,784,702	41,631	1,743,071
Capital Assets, Net of Accumulated Depreciation:			
Buildings and Improvements	8,566,423	8,615,666	(49,243)
Equipment and Vehicles	3,312,531	3,891,132	(578,601)
Total Net Capital Assets	$ 14,579,565	$ 13,464,338	$ 1,115,227

Additional information on the District's capital assets can be found in Note 5 of this report.

RIGHT-OF-USE ASSETS

In accordance with the requirements of GASB Statement No. 87, the District reclassified certain capital assets to right-of-use assets. Right-of-use assets includes the Manvel Fire Station and Frazer Ford F550 ambulance, which totaled $820,276, had current year amortization of $48,697 and accumulated amortization of $429,743 as of December 31, 2025.

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LONG-TERM DEBT ACTIVITY

At the end of the current fiscal period, the District had total long-term debt payable of $9,014,399.

The changes in the debt position of the District during the year ended December 31, 2025, are summarized as follows:

Leases Payable, January 1, 2025	$	130,031
Less: Principal Paid		72,303
Leases Payable, December 31, 2025	$	57,728
Loan Payable, January 1, 2025	$	7,396,153
Add: Loan Proceeds		2,000,000
Less: Principal Paid		439,482
Loan Payable, December 31, 2025	$	8,956,671

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Brazoria County Emergency Services District No. 3, 6931 Masters Road, PO Box 1253, Manvel, TX 77578.

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BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
STATEMENT OF NET POSITION AND GOVERNMENTAL FUNDS BALANCE SHEET
DECEMBER 31, 2025

	General Fund	Adjustments	Statement of Net Position
ASSETS			
Cash	$ 817,690	$	$ 817,690
Investments	18,499,931		18,499,931
Due from Brazoria County Tax Assessor/Collector	3,921,662		3,921,662
Receivables:			
Property Taxes	6,750,472		6,750,472
Penalty and Interest on Delinquent Taxes		200,835	200,835
Prepaid Costs	914,527		914,527
Net Pension Asset		272,160	272,160
Land		915,909	915,909
Construction in Progress		1,784,702	1,784,702
Capital Assets (Net of Accumulated Depreciation)		11,878,954	11,878,954
Right-of-Use Assets (Net of Accumulated Amortization)		390,533	390,533
TOTAL ASSETS	$ 30,904,282	$ 15,443,093	$ 46,347,375
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Pension Plan Charges	$ -0-	$ 339,993	$ 339,993
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	$ 30,904,282	$ 15,783,086	$ 46,687,368
LIABILITIES			
Accounts Payable	$ 295,239	$	$ 295,239
Accrued Interest Payable		111,547	111,547
Net Pension Liability		34,522	34,522
Leases Payable:			
Due Within One Year		28,404	28,404
Due After One Year		29,324	29,324
Loan Payable:			
Due Within One Year		616,256	616,256
Due After One Year		8,340,415	8,340,415
TOTAL LIABILITIES	$ 295,239	$ 9,160,468	$ 9,455,707
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	$ 13,303,589	$ (344,447)	$ 12,959,142
Deferred Pension Plan Charges		13,871	13,871
TOTAL DEFERRED INFLOWS OF RESOURCES	$ 13,303,589	$ (330,576)	$ 12,973,013
FUND BALANCE			
Nonspendable: Prepaid Costs	$ 914,527	$ (914,527)	$
Restricted for Debt Service	115,020	(115,020)	
Unassigned	16,275,907	(16,275,907)	
TOTAL FUND BALANCE	$ 17,305,454	$ (17,305,454)	$ -0-
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	$ 30,904,282		
NET POSITION			
Net Investment in Capital Assets		$ 5,955,699	$ 5,955,699
Restricted		115,020	115,020
Unrestricted		18,187,929	18,187,929
TOTAL NET POSITION		$ 24,258,648	$ 24,258,648

DRAFT SUBJECT TO CHANGE

The accompanying notes to the financial statements are an integral part of this report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION
DECEMBER 31, 2025

Total Fund Balance-Governmental Funds		$ 17,305,454
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Portions of the change in net pension liability that are not immediately recognized as pension expense are recorded as deferred outflows and inflows of resources.		563,760
Capital assets and right-of-use assets used in governmental activities are not current financial resources and, therefore, are not reported as assets in the governmental funds.		14,970,098
Deferred inflows of resources related to property tax revenues and penalty and interest receivables on delinquent taxes for the 2024 and prior tax levies became part of recognized revenues in the governmental activities of the District.		545,282
Certain liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds. These liabilities at year-end consist of:		
Accrued Interest Payable	$ (111,547)	
Capital Leases Due Within One Year	(28,404)	
Capital Leases Due After One Year	(29,324)	
Loans Due Within One Year	(616,256)	
Loans Due After One Year	(8,340,415)	(9,125,946)
Total Net Position-Governmental Activities		$ 24,258,648

DRAFT SUBJECT TO CHANGE

The accompanying notes to the financial statements are an integral part of this report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED DECEMBER 31, 2025

	General Fund	Adjustments	Statement of Activities
REVENUES			
Property Taxes	$ 11,807,675	$ 32,353	$ 11,840,028
Emergency Services Revenue	2,350,458		2,350,458
Contract Payments	7,000		7,000
Penalty and Interest	141,758	21,504	163,262
Investment Revenues	806,750		806,750
Miscellaneous Revenues	432,227		432,227
TOTAL REVENUES	$ 15,545,868	$ 53,857	$ 15,599,725
EXPENDITURES/EXPENSES			
Service Operations:			
Accounting and Auditing	$ 88,152	$	$ 88,152
Appraisal District Fees	34,839		34,839
Communications	119,185		119,185
Contract Operations	3,516,486		3,516,486
Direct Operations	1,239,487		1,239,487
Legal Fees-General	85,800		85,800
Legal Fees-Delinquent Tax Collections	49,034		49,034
Salaries and Benefits	3,830,013	(189,471)	3,640,542
Tax Assessor/Collector Fees	23,903		23,903
Depreciation/Amortization		814,875	814,875
Repairs and Maintenance	691,157		691,157
Utilities	208,631		208,631
Other	452,757		452,757
Capital Outlay	2,585,571	(1,881,405)	704,166
Debt Service:			
Lease Principal	72,303	(72,303)	
Lease Interest	5,063	(1,273)	3,790
Loan Principal	439,482	(439,482)	
Loan Interest	211,903	66,464	278,367
TOTAL EXPENDITURES/EXPENSES	$ 13,653,766	$ (1,702,595)	$ 11,951,171
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ 1,892,102	$ (1,892,102)	$ -0-
OTHER FINANCING SOURCES (USES)			
Proceeds from Loan	$ 2,000,000	$ (2,000,000)	$ -0-
NET CHANGE IN FUND BALANCE	$ 3,892,102	$ (3,892,102)	$
CHANGE IN NET POSITION		3,648,554	3,648,554
FUND BALANCE/NET POSITION-JANUARY 1, 2025	13,413,352	7,196,742	20,610,094
FUND BALANCE/NET POSITION - DECEMBER 31, 2025	$ 17,305,454	$ 6,953,194	$ 24,258,648

DRAFT SUBJECT TO CHANGE

The accompanying notes to the financial statements are an integral part of this report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
RECONCILIATION OF THE GOVERNMENTAL FUND STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED DECEMBER 31, 2025

Net Change in Fund Balance - Governmental Funds	$ 3,892,102
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report tax revenues when collected. However, in the government-wide financial statements, revenues are recorded in the accounting period for which the taxes are levied.	32,353
Governmental funds report delinquent tax penalty and interest when collected. However, in the government-wide financial statements, revenues are recorded when penalty and interest are assessed.	21,504
Governmental funds do not account for depreciation or amortization. However, in the government-wide financial statements, capital assets are depreciated, Right-of-Use assets are amortized and depreciation/amortization expense is recorded in the Statement of Activities.	(814,875)
Governmental funds report capital asset costs as expenditures in the period purchased. However, in the government-wide financial statements, capital assets are increased by new purchases that meet the District's threshold for capitalization, and are owned and maintained by the District. All other capital asset purchases are expensed in the Statement of Activities.	1,881,405
The changes in the net pension liability as well as deferred inflows and outflows of resources are recorded in the government-wide financial statements.	189,471
Governmental funds report note proceeds as other financing sources in the period received. However, in the government-wide financial statements, long-term debt is increased.	(2,000,000)
Governmental funds report principal payments on long-term debt as expenditures. However, in the government-wide financial statements, principal payments decrease long-term liabilities and the Statement of Activities is not affected.	511,785
Governmental funds report interest payments on long-term debt as expenditures in the year paid. However, in the government-wide financial statements, interest is accrued on the long-term debt through fiscal year-end.	(65,191)
Change in Net Position - Governmental Activities	$ 3,648,554

DRAFT SUBJECT TO CHANGE

The accompanying notes to the financial statements are an integral part of this report.

NOTE 1. CREATION OF DISTRICT

Brazoria County Emergency Services District No. 3 (the "District"), located in Brazoria County, Texas, was created as a political subdivision of the State of Texas under the provision of Section 48-d of Article III of the State Constitution in accordance with Title 44, Article 3351a-6 of The Revised Civil Statutes of the State of Texas. Voters of the District approved the creation of the District on May 15, 2004. The District operates under Chapter 775 of the Health and Safety Code. The District is empowered to provide fire protection, ambulance and rescue services to all residents, commercial interests and others within its boundaries for their public safety, health, welfare and convenience.

The District is governed by a Board of Commissioners consisting of five individuals residing within the District. The Commissioners are appointed by the Brazoria County Commissioners Court to staggered, two-year terms. The Board of Commissioners sets the policies of the District.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB").

The District is a political subdivision of the State of Texas governed by an appointed board. GASB has established the criteria for determining whether an entity is a primary government or a component unit of a primary government. The primary criteria are that it has a separately elected governing body, it is legally separate, and it is fiscally independent of other state and local governments. Under these criteria, the District is considered a primary government and is not a component unit of any other government. Additionally, no other entities meet the criteria for inclusion in the District's financial statements as component units.

Financial Statement Presentation

These financial statements have been prepared in accordance with GASB Codification of Governmental Accounting and Financial Reporting Standards Part II, Financial Reporting ("GASB Codification").

The GASB Codification sets forth standards for external financial reporting for all state and local government entities, which include a requirement for a Statement of Net Position and a Statement of Activities. It requires the classification of net position into three components: Net Investment in Capital Assets; Restricted; and Unrestricted. These classifications are defined as follows:

DRAFT SUBJECT TO CHANGE

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

- Net Investment in Capital Assets – This component of net position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

- Restricted Net Position – This component of net position consists of external constraints placed on the use of assets imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Unrestricted Net Position – This component of net position consists of assets that do not meet the definition of Restricted or Net Investment in Capital Assets.

When both restricted and unrestricted resources are available for use, generally it is the District's policy to use restricted resources first.

Government-Wide Financial Statements

The Statement of Net Position and the Statement of Activities display information about the District as a whole. The District's Statement of Net Position and Statement of Activities are combined with the governmental fund financial statements. The District is viewed as a special-purpose government and has the option of combining these financial statements.

The Statement of Net Position is reported by adjusting the governmental fund types to report on the full accrual basis, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. Any amounts recorded due to and due from other funds are eliminated in the Statement of Net Position.

The Statement of Activities is reported by adjusting the governmental fund types to report only items related to current year revenues and expenditures. Items such as capital outlay are allocated over their estimated useful lives as depreciation expense. Internal activities between governmental funds, if any, are eliminated by adjustment to obtain net total revenues and expenses in the government-wide Statement of Activities.

DRAFT SUBJECT TO CHANGE

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Fund Financial Statements

As discussed above, the District's fund financial statements are combined with the government-wide financial statements. The fund financial statements include a Governmental Funds Balance Sheet and a Governmental Fund Statement of Revenues, Expenditures and Changes in Fund Balance.

Governmental Funds

The District has one governmental fund; therefore, it is a major fund.

General Fund - To account for resources not required to be accounted for in another fund, property tax revenues, service revenues, costs of assessing and collecting taxes and general expenditures.

Basis of Accounting

The District uses the modified accrual basis of accounting for governmental fund types. The modified accrual basis of accounting recognizes revenues when both "measurable and available." Measurable means the amount can be determined. Available means collectable within the current period or soon enough thereafter to pay current liabilities. The District considers revenues reported in governmental funds to be available if they are collectable within 60 days after year-end. Also, under the modified accrual basis of accounting, expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, which are recognized as expenditures when payment is due.

Property taxes considered available by the District and included in revenue include the 2024 tax levy collections during the period October 1, 2025, to December 31, 2025, and taxes collected from January 1, 2025, to December 31, 2025 for all prior levies. The 2025 tax levy has been fully deferred to meet the District's planned expenditures in the 2026 fiscal year.

Capital Assets and Right-of-Use Assets

Capital assets, which include land, buildings and equipment, are reported in the government-wide Statement of Net Position. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated assets are valued at their fair market value on the date donated. Repairs and maintenance are recorded as expenditures in the governmental fund incurred and as an expense in the government-wide Statement of Activities. Capital asset additions, improvements and preservation costs that extend the life of an asset are capitalized and depreciated over the estimated useful life of the asset after completion.

DRAFT SUBJECT TO CHANGE

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets and Right-of-Use Assets (Continued)

Capital assets are capitalized if they have an original cost of $10,000 or more (including installation costs and professional fees) and a useful life of two years or more. Depreciation is calculated on each class of depreciable property using no salvage value and the straight-line method of depreciation. Buildings, equipment, trucks and vehicles are amortized over periods ranging from 2 to 40 years.

In accordance with GASB Statement No. 87, at December 31, 2025, the District recorded the Manvel Fire Station and Frazor Ford F550 ambulance as a right-of-use asset (see Note 8). The Right-of-Use assets are being amortized over the estimated useful life using the straight-line method of amortization.

Budgeting

An annual unappropriated budget is adopted for the General Fund by the District's Board of Directors. The budget is prepared using the same method of accounting as for financial accounting. The original General Fund budget for the current year was not amended. The Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund presents the original and final budgeted amounts, if revised, compared to the actual amounts of revenues and expenditures for the current year.

Pensions

The District contributes to an agent multi-employer defined benefit plan for eligible employees. See Note 12. The District is legally obligated to contribute for certain provider departments as a non-employer contributing entity for the provider's participants in a defined benefit plan. See Note 10. The District contributes for certain provider departments for the provider's participants in a defined contribution plan. See Note 11.

Measurement Focus

Measurement focus is a term used to describe which transactions are recognized within the various financial statements. In the government-wide Statement of Net Position and Statement of Activities, the governmental activities are presented using the economic resources measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flows. All assets, liabilities, and deferred inflows and outflows of resources associated with the activities are reported. Fund equity is classified as net position.

DRAFT SUBJECT TO CHANGE

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus (Continued)

Governmental fund types are accounted for on a spending or financial flow measurement focus. Accordingly, only current assets and current liabilities are included on the Governmental Funds Balance Sheet, and the reported fund balances provide an indication of available spendable or appropriable resources.

Operating statements of governmental fund types report increases and decreases in available spendable resources. Fund balances in governmental funds are classified using the following hierarchy.

Nonspendable: amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

Restricted: amounts that can be spent only for specific purposes because of constitutional provisions, or enabling legislation, or because of constraints that are imposed externally.

Committed: amounts that can be spent only for purposes determined by a formal action of the Board of Commissioners. The Board is the highest level of decision-making authority for the District. This action must be made no later than the end of the fiscal year. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. The District does not have any committed fund balances.

Assigned: amounts that do not meet the criteria to be classified as restricted or committed, but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances.

Unassigned: all other spendable amounts in the General Fund.

When expenditures are incurred for which restricted, committed, assigned or unassigned fund balances are available, the District considers amounts to have been spent first out of restricted funds, then committed funds, then assigned funds, and finally unassigned funds.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

DRAFT SUBJECT TO CHANGE

NOTE 3. TAX LEVY

On May 15, 2004, voters of the District approved a maximum tax rate of $0.10 per $100 of assessed valuation on all taxable property within the District. During the year ended December 31, 2025, the District levied an ad valorem tax at the rate of $0.079229 per $100 of assessed valuation. The tax rate consisted of $0.003373 for debt service and $0.075856 for maintenance. This resulted in a tax levy of $12,959,142 on the adjusted taxable valuation of $16,353,426,191 for the 2025 tax year. All property values and exempt status, if any, are determined by the appraisal district. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attached thereafter.

NOTE 4. DEPOSITS AND INVESTMENTS

Deposits

Custodial credit risk is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The District's deposit policy for custodial credit risk requires compliance with the provisions of Texas statutes.

Texas statutes require that any cash balance in any fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of the District, having an aggregate market value, including accrued interest, at all times equal to the uninsured cash balance in the fund to which such securities are pledged. At fiscal year-end, the carrying amount of the District's deposits was $817,690 and the bank balance was $1,649,431. The District was not exposed to custodial credit risk at year-end.

The carrying values of the deposits are included in the Governmental Funds Balance Sheet and the Statement of Net Position at December 31, 2025, as listed below:

	Cash
GENERAL FUND	$ 817,690

DRAFT SUBJECT TO CHANGE

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

Investments

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity and that address investment diversification, yield, maturity, and the quality and capability of investment management, and all District funds must be invested in accordance with the following investment objectives: understanding the suitability of the investment to the District's financial requirements, first; preservation and safety of principal, second; liquidity, third; marketability of the investments if the need arises to liquidate the investment before maturity, fourth; diversification of the investment portfolio, fifth; and yield, sixth. The District's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." No person may invest District funds without express written authority from the Board of Commissioners.

Texas statutes include specifications for and limitations applicable to the District and its authority to purchase investments as defined in the Public Funds Investment Act. The District has adopted a written investment policy to establish the guidelines by which it may invest. This policy is reviewed annually. The District's investment policy may be more restrictive than the Public Funds Investment Act.

The District invests in TexPool, an external investment pool that is not SEC-registered. The Texas State Comptroller of Public Accounts has oversight of the pool. Federated Hermes, Inc. manages the daily operations of the pool under a contract with the Comptroller. TexPool measures all of its portfolio assets at amortized cost. As a result, the District also measures its investments in TexPool at amortized cost for financial reporting purposes. There are no limitations or restrictions on withdrawals from TexPool.

The District invests in Texas Cooperative Liquid Assets Securities System Trust ("Texas CLASS"), an external public funds investment pool that is not SEC-registered. Public Trust Advisors, LLC serves as the pool's administrator and investment advisor. The pool is subject to the general supervision of the Board of Trustees and its Advisory Board. UMB Bank, N.A. serves as custodian for the pool. Investments held by Texas CLASS are priced to market on a weekly basis. The investments are considered to be Level I investments because their fair value is measured by quoted prices in active markets. The fair value of the District's position in the pool is the same as the value of the pool shares. There are no limitations or restrictions on withdrawals from Texas CLASS.

DRAFT SUBJECT TO CHANGE

NOTE 4. DEPOSITS AND INVESTMENTS (Continued)

As of December 31, 2025, the District had the following investments and maturities:

Fund and Investment Type	Fair Value	Maturities in Less Than 1 Year
GENERAL FUND		
TexPool	$ 2,348,745	$ 2,348,745
Texas CLASS	16,151,186	16,151,186
TOTAL INVESTMENTS	$18,499,931	$18,499,931

Credit Risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. At December 31, 2025, the District's investments in TexPool and Texas CLASS were rated "AAAm" by Standard and Poor's. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The District considers the investments in TexPool and Texas CLASS to have a maturity of less than one year due to the fact that the share positions can usually be redeemed each day at the discretion of the District, unless there has been a significant change in value.

NOTE 5. CAPITAL ASSETS

	January 1, 2025	Increase	Decreases	December 31, 2025
Capital Assets Not Being Depreciated				
Land and Land Improvements	$ 915,909	$	$	$ 915,909
Construction in Progress	41,631	1,881,405	138,334	1,784,702
Total Capital Assets Not Being Depreciate	$ 957,540	$ 1,881,405	$ 138,334	$ 2,700,611
Capital Assets Subject to Depreciation				
Building & Improvements	$ 9,225,070	$	$	$ 9,225,070
Equipment & Vehicles	8,290,068	138,334		8,428,402
Total Capital Assets Subject to Depreciation	$ 17,515,138	$ 138,334	$ - 0 -	$ 17,653,472
Less Accumulated Depreciation				
Building & Improvements	$ 609,404	$ 49,243	$	$ 658,647
Equipment & Vehicles	4,398,936	716,935		5,115,871
Total Accumulated Depreciation	$ 5,008,340	$ 766,178	$ - 0 -	$ 5,774,518
Total Depreciable Capital Assets, Net of Accumulated Depreciation	$ 12,506,798	$ (627,844)	$ - 0 -	$ 11,878,954
Total Capital Assets, Net of Accumulated Depreciation	$ 13,464,338	$ 1,253,561	$ 138,334	$ 14,579,565

DRAFT SUBJECT TO CHANGE

NOTE 6. CONTRACTS FOR PROVIDING FIRE PROTECTION, FIRE SUPPRESSION AND RESCUE SERVICES

The District has contracted with area volunteer fire departments, emergency medical services (the "Departments"), the City of Angleton and the City of Alvin to provide fire protection and suppression services to protect life and property from fire, conserve natural and human resources and provide rescue services to persons and commercial interests located in various areas within the boundaries of the District. Quarterly payments are made to the providers. Payments to the City of Angleton, the City of Alvin, Manvel Volunteer Fire Department, Danbury EMS, Santa Fe Fire and Rescue, Brazoria Municipal Utility District No. 21 (MUD 21) and Brazoria Municipal Utility District No. 22 (MUD 22) are based upon an agreed-upon amount in their contract. The term of the current agreements is for a calendar year.

Payments for Departments expenses are based upon annual operating and capital budgets submitted to the District. The Departments agree to submit preliminary annual capital and operating budgets at the District's July meeting each year, with final budgets to be presented for District approval at the District's September meeting. The District approves monthly Department expenses that are paid directly by the District.

For all capital items exceeding $50,000, preliminary approval from the District at the bid solicitation stage and final approval from the District at the bid award stage is required. As unexpected or emergency expenditures arise, the Departments may submit a written proposal to the District itemizing those additional expenses for review and action. From time-to-time, the District may approve an advance to a Department to fund the purchase of vehicles until other Department funds are available.

Title and ownership of all assets of the Departments purchased prior to the effective date of the contract shall remain with the Department during the term of this contract. Thereafter, title to all assets, capital and otherwise, (specifically including vehicles, apparatus and all equipment used therein) and all land, buildings and substantial renovations made/purchased with District appropriated funds shall be taken in the name of the District and be owned by the District.

Regarding Department assets acquired subsequent to the effective date of the contract, in the event of dissolution of the Department or termination of the contract for any reason, the ownership and possession of all such non-disposable assets purchased in whole by District appropriated funds shall revert to the District, and ownership and possession all non-disposable assets purchased partly with District appropriated funds shall revert to the District, subject to reimbursement to the Department for its pro rata share of the fair market value of such asset based upon the ratio of the purchase price paid for with non-District appropriated funds or trade-in on apparatus purchased with non-District appropriated funds. The Department agrees to insure all capital assets of the Department, to the extent available, for full replacement costs with the District listed as the "loss payee".

DRAFT SUBJECT TO CHANGE

NOTE 6. CONTRACTS FOR PROVIDING FIRE PROTECTION, FIRE SUPPRESSION AND RESCUE SERVICES (Continued)

The District has contracted to provide emergency services for the benefit of MUD 21 and MUD 22 as outlined in the contract for a two-year period beginning January 1, 2020. The annual fee is currently $312,500 per MUD, to be adjusted at renewal and annually thereafter under the terms of the contract. Additionally, the District has the use of certain facilities within the MUD 21 for the benefit of both MUDs. The contract will automatically renew for additional two-year periods unless terminated as provided for in the agreement.

NOTE 7. LONG-TERM DEBT

On April 14, 2010, the District entered into a $1,500,000 real estate lien with Prosperity Bank to finance construction of a facility for the Manvel Emergency Medical Service. The interest rate is 5.50%. Interest is due and payable semi-annually, as it accrues, beginning on or before October 14, 2010, and continuing regularly and on the same day of each semi-annual period thereafter until April 14, 2030; and annual principal payments in the amount of at least $75,000 are due and payable on or before April 14, 2011, and continuing regularly and on the same day of each year thereafter until April 14, 2030, when the entire balance of this note, principal and interest then remaining unpaid, shall be due and payable in full. Effective January 28, 2013, the required principal payment was reduced to $74,615.

On March 1, 2022, the District entered into a $7,200,000 promissory loan with Government Capital Corporation to finance construction of the Iowa Colony Emergency Services Station. The interest rate is 2.6%. Principal and interest payments of $231,980 are due semi-annually beginning September 10, 2022, with the final payment due March 10, 2042.

On May 17, 2023, the District entered into a $523,193 promissory loan with Trustmark National Bank to finance the purchase of an ambulance. The interest rate is 4.82%. Principal and interest payments of $89,829 are due semi-annually beginning May 17, 2024 with the final payment due May 17, 2030.

On August 20, 2025, the District entered into a $2,000,000 promissory loan with Webster Bank to finance the renovation of EMS Station 1. The interest rate is 4.11%. Principal and interest payments of $247,934 are due annually beginning August 20, 2026 with the final payment due August 20, 2035.

DRAFT SUBJECT TO CHANGE

NOTE 7. LONG-TERM DEBT (Continued)

The following is a summary of transactions regarding loan payable for the year ended December 31, 2025:

Loan Payable, January 1, 2025	$ 7,396,153
Add: Loan Proceeds	2,000,000
Less: Principal Paid	439,482
Loan Payable, December 31, 2025	$ 8,956,671
Amount Due Within One Year	$ 616,256
Amount Due After One Year	8,340,415
Notes Payable, Net	$ 8,956,671

As of December 31, 2025, debt service requirements on the loans are as follows:

Fiscal Year	Principal	Interest	Total
2026	$ 616,256	$ 277,910	$ 894,166
2027	634,470	255,536	890,006
2028	653,335	232,543	885,878
2029	672,880	208,803	881,683
2030	693,134	184,394	877,528
2031-2035	2,928,345	631,120	3,559,465
2036-2040	2,080,024	239,772	2,319,796
2041-2042	678,227	17,710	695,937
Grand Total	$ 8,956,671	$ 2,047,788	$ 11,004,459

NOTE 8. LEASES

On August 24, 2005, the District entered into a lease-purchase agreement with Wells Fargo Brokerage Services, LLC for the construction of a fire station to be used by Manvel Volunteer Fire Department in the amount of $580,000. Assets under this capital lease total $581,086 at December 31, 2025. Accumulated amortization/depreciation through December 31, 2025, was $270,205. Lease payments and related interest of $47,095 are due annually beginning August 24, 2006 and ending August 24, 2025. The District's incremental borrowing rate is 5.14%. The lease was paid in the current fiscal year.

On September 21, 2021, the District entered into a lease-purchase agreement with Frazer, Ltd. for a Ford F550 ambulance in the amount of $191,928. Assets under this capital lease total $198,252. Accumulated amortization/depreciation through December 31, 2025, was $63,472. Lease payments and related interest of $30,274 are due annually beginning December 15, 2021 and ending December 15, 2027. The District's incremental borrowing rate is 3.24%. This lease was paid in a previous fiscal year.

DRAFT SUBJECT TO CHANGE

NOTE 8. LEASES (Continued)

In accordance with the requirements of GASB Statement No. 87, the District reclassified the remaining fire station lease related capital assets above to right-of-use assets. Right-of-use assets, current year amortization expense, and accumulated amortization is summarized below:

	January 1. 2025	Increase	Decreases	December 31, 2025
Right-of-Use Assets Subject to Amortization				
Manvel Fire Station	$ 581,086	$	$	$ 581,086
Equipment & Vehicles	239,190			239,190
Total Capital Assets Subject to Depreciation	$ 820,276	$ - 0 -	$ - 0 -	$ 820,276
Less Accumulated Amortization				
Manvel Fire Station	$ 270,205	$ 14,527	$	$ 284,732
Equipment & Vehicles	110,841	34,170		145,011
Total Accumulated Depreciation	$ 381,046	$ 48,697	$ - 0 -	$ 429,743
Total Depreciable Right-of-Use Assets, Net of Accumulated Amortization	$ 439,230	$ (48,697)	$ - 0 -	$ 390,533

The following is a summary of transactions regarding leases payable for the year ended December 31, 2025:

Leases Payable, January 1, 2025	$ 130,031
Less: Principal Paid	72,303
Leases Payable, December 31, 2025	$ 57,728
Amount Due Within One Year	$ 28,404
Amount Due After One Year	29,324
Leases Payable, Net	$ 57,728

The following is a schedule of future minimum lease payments under the leases as of December 31, 2025. The obligations of the District contain a non-appropriation provision.

Fiscal Year	Principal	Interest	Total
2026	$ 28,404	$ 1,870	$ 30,274
2027	29,324	950	30,274
Grand Total	$ 57,728	$ 2,820	$ 60,548

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NOTE 9. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the District carries commercial insurance. There have been no significant reductions in coverage from the prior year and settlements have not exceeded coverage in the past three years.

NOTE 10. PENSION PLAN (TESRS)

On June 1, 2015, the District signed agreements with the Manvel Volunteer Fire Department and the Liverpool Volunteer Fire Department (Providers) as a non-employer contributing entity to the Providers' pension plan. The Liverpool Volunteer Fire Department has since left the plan. The Providers provide retirement for their participating members through a non-traditional defined benefit pension plan in the statewide Texas Emergency Services Retirement System. (TESRS). The State of Texas is responsible for the administration of the statewide cost-sharing multiple-employer public employee retirement system. As of August 31, 2025, there were 244 contributing fire or emergency departments, which is the most recent valuation report available. TESRS in the aggregate issues an audited annual financial report (AAFR) on a fiscal year basis. The AAFR is available upon written request from the TESRS Board of Trustees at 208 East 10th Street, Suite 309, Austin, TX 78701 or at www.tesrs.org.

Plan Description

Upon reaching age 55, each vested member may retire and receive a monthly pension equal to his vested percent multiplied by six times the governing body's average monthly contribution over the member's years of qualified service. For years of service in excess of 15 years, this monthly benefit is increased at the rate of 6.2% compounded annually. There is no provision for automatic postretirement benefit increases. Members are 50% vested after the 10th year of service, with the vesting percent increasing 10% for each of the next five years of service so that a member becomes 100% vested with 15 years of service.

At December 31, 2025, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	0
Inactive employees entitled but not yet receiving benefits	11
Active employees	7

DRAFT SUBJECT TO CHANGE

NOTE 10. PENSION PLAN (TESRS) (Continued)

Funding Policy

The plan provisions are adopted by the governing body of the participating departments. No contributions are required from the individuals who are members of the system, nor are they allowed. The governing bodies of each participating department are required to make contributions of at least $36 per member for each month a member performs emergency services for a department. This is referred to as a Part One contribution, which is the legacy portion of the system contribution that directly impacts future retiree annuities. The District has agreed to make monthly contributions of $55 per participating active member per month.

The State of Texas is required to contribute an amount necessary to make the TESRS system "actuarially sound" each year, which may not exceed one-third of all contributions made by participating governing bodies in a particular year.

The TESRS board rule defining contributions was amended effective July 27, 2014 to add the potential for actuarially determined Part Two contributions that would be required only if the expected future annual contributions from the state are not enough with the Part One contributions to provide an adequate contribution arrangement as determined by the most recent actuarial valuation. This Part Two portion, which is actuarially determined as a percent of the Part One portion (not to exceed 15%), is to be actuarially adjusted near the end of each even-numbered calendar year based on the most recent actuarial valuation. Based on the most recent actuarial valuation as of August 31, 2025, the Part Two contributions are not required for an adequate contribution arrangement.

Additional contributions may be made by governing bodies within two years of joining the system, to grant up to ten years of credit for service per member. Prior service purchased must have occurred before the department began participation in the System.

Pension Expense and Net Pension Liability

For the District's accounting year ending December 31, 2025, the amount of expense recognized by the District for the TESRS plan for provider members was $3,900. The District's proportionate share of the collective net pension liability was $34,522 and the District's proportion of the collective pension liability was 0.071% as of the measurement date of August 31, 2025, which is the date of the most recent TESRS Report on Pension Information, an increase of 0.006% from the prior year. The District has made $3,900 in contributions on behalf of Provider members as of December 31, 2025, of which none was after the measurement date of August 31, 2025. The District has recognized $11,370 of deferred outflows of resources and $25,337 of deferred inflows of resources.

DRAFT SUBJECT TO CHANGE

NOTE 11. LENGTH OF SERVICE AWARD PLAN (LOSAP)

On November 9, 2015, County Road 143 Volunteer Fire Department and Rosharon Volunteer Fire Department signed agreements to provide retirement for their participating members through a non-traditional defined contribution length of service award plan (LOSAP) managed by VFIS of Texas. In 2021, Liverpool, Iowa Colony, Danbury and Demi-John Volunteer Fire Departments were added. The District budgets a specific amount each year as a contributing entity to the Providers' LOSAP plan but does not meet the requirements as a non-employer contributing entity under current Governmental Accounting Standards Board standards. The District recorded $40,659 Support Expense-LOSAP for the District's contribution toward the Providers plan.

Upon reaching age 55 and completing at least 5 years of participation in the plan, each vested member may retire and receive a lump-sum benefit equal to his account balance in the plan. Members are 100% vested after the 5th year of service, with active emergency service prior to participation in the plan included. At December 31, 2025, 50 active employees were covered by the benefit terms.

The plan provisions are adopted by the governing body of the participating departments. No contributions are required from the individuals who are members of the system, nor are they allowed. The governing bodies of each participating department set the contribution rate annually per member. The District has agreed to make monthly contributions of $50 per participating active member per month. This amount funds the LOSAP benefit contribution plus $10,000 group term life insurance premiums and administration fees.

NOTE 12. PENSION PLAN (TCDRS)

Plan Description

The District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the statewide Texas County and District Retirement System ("TCDRS"). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of more than 850 nontraditional defined benefit pension plans. TCDRS in the aggregate issues an annual comprehensive financial report (ACFR) on a calendar year basis. The ACFR is available upon written request from the TCDRS Board of Trustees at P. O. Box 2034, Austin, Texas 78768-2034.

The plan provisions are adopted by the governing body of the employer, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 5 or more years of service, with 20 years of service regardless of age, or when the sum of their age and years of service equals 75 or more. Members are vested after 10 years of service but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contributions in a lump sum are not entitled to any amounts contributed by their employer.

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NOTE 12. PENSION PLAN (TCDRS) (Continued)

Plan Description (Continued)

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the District within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the District's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act. At December 31, 2024, the most recent valuation date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	-0-
Inactive employees entitled but not yet receiving benefits	44
Active employees	34

Funding Policy

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually.

The employer contributed using the actuarially determined rate of 8.82% for calendar year 2025. The deposit rate payable by the employee members for calendar year 2025 is 7.00% as adopted by the governing body of the District. The employee deposit rate and the employer contribution rate may be changed by the governing body of the District within the options available in the TCDRS Act.

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NOTE 12. PENSION PLAN (TCDRS) (Continued)

Annual Pension Cost

For the District's accounting year ended December 31, 2025, the annual pension cost for the TCDRS plan for its employees was $266,324 and the actual contributions were $266,324. The employees contributed $211,368 to the plan for the 2025 fiscal year. The annual required contributions were actuarially determined as a percent of the covered payroll of the participating employees and were in compliance with GASB parameters based on the actuarial valuations as of December 31, 2024, the basis for determining the contribution rates for calendar year 2025. The December 31, 2024 actuarial valuation is the most recent valuation.

	Actuarial Valuation Information
Actuarial valuation date	12/31/24
Actuarial cost method	entry age
Amortization method	Level percentage of payroll, closed
Amortization period	13.7
Asset Valuation Method:	5-year smoothed market
Actuarial Assumptions:	
Investment return[1]	7.5%
Projected salary increases[1]	4.7%
Inflation	2.50%
Cost-of-living adjustments	0.0%

[1]Includes inflation at the stated rate

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NOTE 12. PENSION PLAN (TCDRS) (Continued)

Net Pension Liability

The total pension liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions above, except as noted. The discount rate reflects the long-term rate of return funding valuation assumption of 7.50%, plus 0.10% adjustment to be gross of administrative expenses as required by GASB 68. The plan's fiduciary net position is projected to be available to make all projected future benefit payments of current active, inactive, and retired members.

The demographic assumptions were developed from an actuarial experience investigation of TCDRS over the years 2017-2020. They were recommended by Milliman and adopted by the TCDRS Board of Trustees in December of 2021. All economic assumptions were recommended by Milliman and adopted by the TCDRS Board of Trustees in March of 2021. These assumptions, except where required to be different by GASB 68, are used to determine the total pension liability as of December 31, 2024. The assumptions are reviewed annually for continued compliance with the relevant actuarial standards of practice.

Mortality rates were based on the following:

Depositing members – 135% of the Pub-2010 General Employees Amount-Weighted Mortality Table for males and 120% of the Pub-2010 Active Employee Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Service retirees, beneficiaries and non-depositing members – 135% of the Pub-2010 General Retirees Amount Weighted Mortality Table for males and 120% of the Pub-2010 General Retirees Amount Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Disabled retirees – 160% of the Pub-2010 General Disabled Retirees Amount Weighted Mortality Table for males and 125% of the Pub-2010 General Disabled Retirees Amount Weighted Mortality Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.

Discount Rate

The discount rate used to measure the total pension liability was 7.6%. The discount rate used in the previous year was 7.6%.

In order to determine the discount rate to be used, the actuary used an alternative method to determine the sufficiency of the fiduciary net position in all future years. This alternative method reflects the funding requirements under the funding policy and the legal requirements under the TCDRS Act:

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NOTE 12. PENSION PLAN (TCDRS) (Continued)

Discount Rate (Continued)

1) TCDRS has a funding policy where the Unfunded Actuarial Accrued Liability (UAAL) shall be amortized as a level percent of pay over 20-year closed layered periods.

2) Under the TCDRS Act, the employer is legally required to make the contribution specified in the funding policy.

3) The employer's assets are projected to exceed its accrued liabilities in 20 years or less. When this point is reached, the employer is still required to contribute at least the normal cost.

4) Any increased cost due to the adoption of a cost-of-living adjustment is required to be funded over a period of 15 years, if applicable.

Based on the above, the projected fiduciary net position is determined to be sufficient compared to projected benefit payments. Based on the expected level of cash flows and investment returns to the system, the fiduciary net position as a percentage of total pension liability is projected to increase from its current level in future years.

Since the projected fiduciary net position is projected to be sufficient to pay projected benefit payments in all future years, the discount rate for purposes of calculating the total pension liability and net pension liability is equal to the long-term assumed rate of return on investments. This long-term assumed rate of return should be net of investment expenses, but gross of administrative expenses. Therefore, the actuary has used a discount rate of 7.60%. This rate reflects the long-term assumed rate of return on assets for funding purposes of 7.50%, net of all expenses, increased by 0.10% to be gross of administrative expenses.

Long-Term Expected Rate of Return

The long-term expected rate of return on TCDRS assets is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2025 information for a 10 year time horizon.

Note that the valuation assumption for long-term expected return is re-assessed at a minimum of every four years and is based on a long-term time horizon. The TCDRS Board of Trustees adopted the current assumption at their March 2021 meeting. The assumption for the long-term expected return is reviewed annually for continued compliance with the relevant actuarial standards of practice. Milliman relies on the expertise of Cliffwater in this assessment.

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NOTE 12. PENSION PLAN (TCDRS) (Continued)

Asset Class	Target Allocation	Geometric Real Rate of Return (Expected minus Inflation)
US Equities	13.00 %	5.35 %
Private Equity	25.00	8.15
Global Equities	4.00	5.15
International Equities-Developed Markets	6.00	4.75
International Equities-Emerging Markets	0.00	4.75
Investment-Grade Bonds	3.00	2.55
Strategic Credit	9.00	3.70
Direct Lending	16.00	6.85
Distressed Debt	4.00	6.80
REIT Equities	2.00	3.95
Master Limited Partnerships (MLPs)	2.00	4.95
Commodities	2.00	1.00
Private Real Estate Partnerships	6.00	5.75
Hedge Funds	6.00	3.60
Cash Equivalents	2.00	1.10
	100.00 %	

As of December 31, 2025, the deferred inflows and outflows of resources are as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 50,660	$ 12,777
Changes of assumptions	6,318	1,094
Net differences between projected and actual earnings	930	
Contributions subsequent to the measurement date	266,324	
Total	$ 324,232	$ 13,871

$266,324 was reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the measurement year ending December 31, 2025 (i.e. recognized in the District's financial statements for the year ending December 31, 2026). Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended December 31:	
2025	$ 15,226
2026	21,497
2027	2,129
2028	472
2029	4,713
Thereafter	-0-

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NOTE 12. PENSION PLAN (TCDRS) (Continued)

Changes in Net Pension Liability/(Assets) for the measurement year ended December 31, 2024 are as follows:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability/(Asset) (a)-(b)
Balances of December 31, 2023	$ 875,290	$ 1,030,106	$ (154,816)
Changes for the year:			
Service Costs	265,040		265,040
Interest on total pension liability	84,318		84,318
Effect of economic/demographic gains or losses	28,283		28,283
Refund of contributions	(62,930)	(62,930)	
Administrative Expense		(796)	796
Member contributions		161,999	(161,999)
Net investment income		111,450	(111,450)
Employer contributions		205,275	(205,275)
Other		17,057	(17,057)
Balances of December 31, 2024	$ 1,190,001	$ 1,462,161	$ (272,160)

Sensitivity Analysis - The following presents the net pension liability of the District, calculated using the discount rate of 7.60%, as well as what the District net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.60%) or 1 percentage point higher (8.60%) than the current rate.

	1% Decrease 6.6%	Current Discount Rate 7.6%	1% Increase 8.6%
Total pension liability	$ 1,446,270	$ 1,190,001	$ 989,123
Fiduciary net position	1,462,161	1,462,161	1,462,161
Net pension liability/(asset)	$ (15,891)	$ (272,160)	$ (473,038)

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BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

REQUIRED SUPPLEMENTARY INFORMATION

DECEMBER 31, 2025

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BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2025

	Original and Final Budget	Actual	Variance Positive (Negative)
REVENUES			
Property Taxes	$ 11,569,792	$ 11,807,675	$ 237,883
Emergency Services Revenues	1,800,243	2,350,458	550,215
Contract Payments	7,000	7,000	
Penalty and Interest	72,500	141,758	69,258
Investment Revenues	506,000	806,750	300,750
Miscellaneous Revenues	10,040	432,227	422,187
TOTAL REVENUES	$ 13,965,575	$ 15,545,868	$ 1,580,293
EXPENDITURES			
Service Operations:			
Accounting and Auditing	$ 97,000	$ 88,152	$ 8,848
Appraisal District Fees	70,000	34,839	35,161
Communications	165,820	119,185	46,635
Contract Operations	3,503,286	3,516,486	(13,200)
Direct Operations	1,548,286	1,239,487	308,799
Legal Fees-General	110,000	85,800	24,200
Legal Fees-Delinquent Tax Collections		49,034	(49,034)
Salaries and Benefits	4,036,948	3,830,013	206,935
Tax Assessor/Collector Fees	25,000	23,903	1,097
Repairs and Maintenance	697,975	691,157	6,818
Utilities	199,800	208,631	(8,831)
Other	477,697	452,757	24,940
Capital Outlay	3,929,506	2,585,571	1,343,935
Debt Service:			
Capital Lease Principal	74,615	72,303	2,312
Capital Lease Interest	22,571	5,063	17,508
Loan Principal	392,380	439,482	(47,102)
Loan Interest	191,683	211,903	(20,220)
TOTAL EXPENDITURES	$ 15,542,567	$ 13,653,766	$ 1,888,801
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ (1,576,992)	$ 1,892,102	$ 3,469,094
OTHER FINANCING SOURCES(USES)			
Loan Proceeds	$ 2,000,000	$ 2,000,000	$ -0-
NET CHANGE IN FUND BALANCE	$ 423,008	$ 3,892,102	$ 3,469,094
FUND BALANCE - JANUARY 1, 2025	13,413,352	13,413,352	
FUND BALANCE - DECEMBER 31, 2025	$ 13,836,360	$ 17,305,454	$ 3,469,094

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See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF CHANGES IN TCDRS NET PENSION LIABILITY AND CONTRIBUTIONS
FOR THE YEAR ENDED DECEMBER 31, 2025

	Year Ended December 31,					
	2019	2020	2021	2022	2023	2024
Total Pension Liability						
Service Cost	$ 90,242	$ 126,965	$ 144,258	$ 159,520	$ 198,390	$ 265,040
Interest on total pension liability	7,310	18,084	29,992	44,394	59,618	84,318
Effect of plan changes		22,113	(5,462)			
Effect of economic/demographic (gains) or losses	72	(11,705)	22,158	(18,864)	37,739	28,283
Effect of assumption changes or inputs						
Benefit payments/refunds of contributions		(2,705)		(34,041)	(12,788)	(62,930)
Net change in total pension liability	$ 97,624	$ 152,752	$ 190,946	$ 151,009	$ 282,959	$ 314,711
Total pension liability, beginning		97,624	250,376	441,322	592,331	875,290
Total pension liability, ending (a)	$ 97,624	$ 250,376	$ 441,322	$ 592,331	$ 875,290	$ 1,190,001
Fiduciary Net Position						
Employer contributions	$ 40,572	$ 88,561	$ 99,800	$ 124,900	$ 184,333	$ 205,275
Member contributions	31,208	66,970	78,363	86,451	116,305	161,999
Investment income net of investment expenses	(73)	7,969	73,033	(44,157)	74,664	111,450
Benefit payments/refunds of contributions		(2,705)	0	(34,041)	(12,788)	(62,930)
Administrative Expense	(56)	(175)	(268)	(383)	(538)	(796)
Other	2,468	4,529	5,114	25,378	14,672	17,056
Net change in fiduciary net position	$ 74,119	$ 165,149	$ 256,042	$ 158,148	$ 376,648	$ 432,054
Fiduciary net position, beginning		74,119	239,268	495,310	653,458	1,030,106
Fiduciary net position, ending (b)	$ 74,119	$ 239,268	$ 495,310	$ 653,458	$ 1,030,106	$ 1,462,160
Net pension liability/(asset), ending = (a) - (b)	$ 23,505	$ 11,108	$ (53,988)	$ (61,127)	$ (154,816)	$ (272,159)
Fiduciary net position as a percentage of total pension liability	75.92%	95.56%	112.23%	110.32%	117.69%	122.87%
Pensionable covered payroll	$ 445,823	$ 956,711	$ 1,119,478	$ 1,235,011	$ 1,661,504	$ 2,314,276
Net pension liability as a percentage of covered payroll	5.27%	1.16%	-4.82%	-4.95%	-9.32%	-11.76%

* Amended by TCDRS

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See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF DISTRICT TCDRS CONTRIBUTIONS
DECEMBER 31, 2025

Year Ending December 31	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll[1]	Actual Contribution as a Percentage of Covered Payroll
2019	$ 39,678	$ 40,572	$ (894)	$ 445,823	9.1%
2020	$ 85,147	$ 88,561	$ (3,414)	$ 956,711	9.3%
2021	$ 98,962	$ 99,800	$ (838)	$ 1,119,478	8.9%
2022	$ 124,860	$ 124,900	$ (40)	$ 1,235,011	10.1%
2023	$ 162,827	$ 184,333	$ (21,506)	$ 1,661,504	11.1%
2024	$ 205,275	$ 205,275	$ - 0 -	$ 2,314,276	8.9%
2025	$ 266,324	$ 266,324	$ - 0 -	$ 3,019,543	8.8%

[1] *Payroll is calculated based on contributions as reported to TCDRS.*

A full 10-year schedule will be displayed as it becomes available.

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See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED DECEMBER 31, 2025

NOTE 1. NET PENSION LIABILITY - TEXAS COUNTY & DISTRICT RETIREMENT SYSTEM

Assumptions

The following methods and assumptions were used to determine contribution rates:

Valuation Date	Actuarially determined contribution rates are calculated as of December 31, two years prior to the end of the fiscal year in which the contributions are reported.
Actuarial Cost Method	Entry Age
Amortization method	Level percentage of payroll, closed
Remaining amortization period	13.7 years (based on contribution rate calculated in 12/31/24 valuation)
Asset Valuation Method	5-year, smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7%, average over career including inflation
Investment Rate of Return	7.50%, net of investment expenses, including inflation
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub -2010 General Retirees Table for females both projected with 100% of MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions*	2015: New inflation, mortality and other assumptions were reflected. 2017: New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions reflected in Schedule*	2015-2018: Not applicable, prior to TCDRS participation. 2019-2024: No changes in plan previsions were reflected in the Schedule.

*Only changes that affect the benefit amount and that are effective 2015 and later are shown in Notes to Schedule

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See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF CHANGES IN PROPORTIONATE SHARE OF NET PENSION LIABILITY AND CONTRIBUTIONS TO TESRS
FOR THE YEAR ENDED DECEMBER 31, 2025

Nonemployer Contributing Entity's Proportionate Share of Collective Net Pension Liability						
Date of Actuarial Valuation	8/31/2025	8/31/2024	8/31/2023	8/31/2022	8/31/2021	8/31/2020
Participating Departments:						
Brazoria ESD 3	0.071%	0.065%	0.074%	0.074%	0.075%	
Liverpool VFD	**	**	**	**	**	0.039%
Manvel VFD	**	**	**	**	**	0.051%
	0.071%	0.065%	0.074%	0.074%	0.075%	0.090%
TESRS Net Pension Liability	$ 48,621,858	$ 107,374,812	$ 43,287,107	$ 41,030,076	$ 10,714,152	$ 25,210,882
proportionate share	$ 34,522	$ 69,794	$ 32,032	$ 30,362	$ 8,036	$ 22,690
Nonemployer Contributing Entity's Contributions to TESRS						
Contributions	$ 3,900	$ 3,350	$ 3,600	$ 3,600	$ 3,600	$ 4,200

Nonemployer Contributing Entity's Proportionate Share of Collective Net Pension Liability					
Date of Actuarial Valuation	8/31/2019	8/31/2019	8/31/2018	8/31/2017	8/31/2016
Participating Departments:					
Brazoria ESD 3					
Liverpool VFD	0.130%	0.130%	*	0.130%	0.067%
Manvel VFD	0.099%	0.099%	*	0.099%	0.215%
	0.229%	0.229%	0.595%	0.229%	0.282%
TESRS Net Pension Liability	$ 28,345,563	$ 28,345,563	$ 21,650,451	$ 24,001,678	$ 29,128,103
proportionate share	$ 64,911	$ 64,911	$ 128,820	$ 54,964	$ 82,141
Nonemployer Contributing Entity's Contributions to TESRS					
Contributions	$ 10,277	$ 10,277	$ 28,473	$ 11,100	$ 5,350

*Not available
** In 2021, TESRS began reporting all under Brazoria ESD 3.

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See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

OTHER SUPPLEMENTARY INFORMATION

DECEMBER 31, 2025

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BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
SCHEDULE OF INSURANCE AND BONDING COVERAGE
DECEMBER 31, 2025

Type of Coverage	From To	Amount of Coverage	Insurer/Name
PUBLIC OFFICIAL BONDS	01/01/25		National Union Insurance
Blanket Employee Dishonesty Bond	01/01/26	$ 100,000	Fire Company
Computer and Funds		$ 100,000	
Transfer Fraud		$ 100,000	
Fraudulent Impersonation		$ 100,000	
Identity Fraud Expense		$ 100,000	
GENERAL LIABILITY	01/01/25		National Union Insurance
General Aggregate	01/01/26	$ 10,000,000	Fire Company
Per Occurrence		1,000,000	
MANAGEMENT LIABILITY	01/01/25		National Union Insurance
Each Offense or Wrongful Act	01/01/26	$ 1,000,000	Fire Company
Annual Aggregate		10,000,000	
EXCESS LIABILITY	01/01/25		National Union Insurance
General Aggregate	01/01/26	$ 4,000,000	Fire Company
Per Occurrence		2,000,000	
AUTOMOBILE LIABILITY	01/01/25		National Union Insurance
Combined Single Limit	01/01/26	$ 1,000,000	Fire Company
PROPERTY-various addresses	01/01/25		National Union Insurance
Buildings	01/01/26	$ 12,110,408	Fire Company
Contents		895,401	
Generators		229,649	
Carport		3,948	
Towers/antennae		54,444	
WORKERS COMPENSATION	01/01/25		Texas Mutual Insurance
Bodily Injury by Accident	01/01/26	$ 1,000,000	Company
Bodily Injury by Disease		1,000,000	
Disease Policy Limit		1,000,000	
ACCIDENT & SICKNESS POLICY	01/01/25		National Union Insurance
AD&D	01/01/26	$ 100,000	Fire Company
Medical in excess of workers comp.		100,000	
Disability- first 4 weeks		300	
Disability - after 4 weeks		600	

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See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2025

	Total Taxes	
TAXES RECEIVABLE -January 1, 2025	$ 5,916,991	
Adjustments to Beginning Balance	50,658	$ 5,967,649
Original 2025 Tax Levy	$ 12,662,294	
Adjustment to 2025 Tax Levy	296,848	12,959,142
TOTAL TO BE ACCOUNTED FOR		$ 18,926,791
TAX COLLECTIONS:		
Prior Years	$ 5,623,201	
Current Tax Year	6,553,118	12,176,319
TAXES RECEIVABLE - DECEMBER 31, 2025		$ 6,750,472
TAXES RECEIVABLE BY YEAR:		
2025		$ 6,406,024
2024		119,432
2023		63,824
2022		42,413
2021		22,650
2020		16,874
2019		14,276
2018		10,766
2017		9,875
2016		7,376
2015		6,649
2014		4,831
2013		3,784
2012		6,511
2011		3,946
2010		2,105
2009		2,034
2008		1,768
2007		1,709
2006		1,323
2005		1,162
2004		1,140
TOTAL		$ 6,750,472

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See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
TAXES LEVIED AND RECEIVABLE
FOR THE YEAR ENDED DECEMBER 31, 2025

	2025	2024	2023	2022
PROPERTY VALUATIONS	$ 16,353,426,191	$ 15,057,088,353	$ 13,645,354,144	$ 9,442,961,312
TAX RATE PER $100 VALUATION	$ 0.079229	$ 0.077459	$ 0.077385	$ 0.097745
ADJUSTED TAX LEVY *	$ 12,959,142	$ 11,665,583	$ 10,567,985	$ 9,232,869
PERCENTAGE OF TAXES COLLECTED TO TAXES LEVIED	50.57 %	98.98 %	99.40 %	99.54 %

* Based on the adjusted tax levy at the time of the audit for the fiscal year in which the tax was levied.

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See accompanying independent auditor's report.

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BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES
GENERAL FUND – FIVE YEARS

	Amount		
	2025	2024	2023
REVENUES			
Property Taxes	$ 11,807,675	$ 10,556,658	$ 9,187,368
Emergency Services Revenues	2,350,458	2,045,658	1,459,761
Contract Payments	7,000	7,000	7,000
East Texas Gulf Coast Administration Fees			19,586
Grant Revenue			89,655
Penalty and Interest	141,758	91,121	95,625
Investment Revenues	806,750	595,939	488,806
Miscellaneous Revenues	432,227	215,432	85,164
TOTAL REVENUES	$ 15,545,868	$ 13,511,808	$ 11,432,965
EXPENDITURES			
District Services:			
Accounting and Auditing	$ 88,152	$ 97,681	$ 71,095
Appraisal District Fees	34,839	79,063	66,738
Communications	119,185	117,312	44,245
Consulting Fees			
Contract Operations	3,516,486	3,379,805	3,002,558
Direct Operations	1,239,487	1,085,424	926,193
Legal Fees-General	85,800	104,690	148,698
Legal Fees-Delinquent Tax Collections	49,034	40,693	38,986
Salaries and Benefits	3,830,013	3,111,079	2,242,022
Tax Assessor/Collector Fees	23,903	46,277	14,123
Repairs and Maintenance	691,157	623,153	629,035
Other	661,388	815,388	515,286
Capital Outlay	2,585,571	1,194,478	4,102,330
Capital Lease Principal	72,303	69,253	66,334
Capital Lease Interest	5,063	8,115	11,035
Loan Principal	439,482	428,790	356,794
Loan Interest	211,903	226,744	212,935
TOTAL EXPENDITURES	$ 13,653,766	$ 11,427,945	$ 12,448,407
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ 1,892,102	$ 2,083,863	$ (1,015,442)
OTHER FINANCING SOURCES (USES)			
Loan Proceeds	$ 2,000,000	$ - 0 -	$ 523,193
NET CHANGE IN FUND BALANCE	$ 3,892,102	$ 2,083,863	$ (492,249)
BEGINNING FUND BALANCE	13,413,352	11,329,489	11,821,738
ENDING FUND BALANCE	$ 17,305,454	$ 13,413,352	$ 11,329,489

DRAFT SUBJECT TO CHANGE

See accompanying independent auditor's report.

		Percentage of Total Revenues				
2022	2021	2025	2024	2023	2022	2021
$ 7,743,236	$ 6,992,412	76.0 %	78.1 %	80.3 %	80.1 %	80.0 %
1,474,341	1,276,472	15.1	15.1	12.8	15.3	14.6
7,000	93,847		0.1	0.1	0.1	1.1
20,000	22,000			0.2	0.2	0.3
122,132	206,429			0.8	1.3	2.4
70,567	66,122	0.9	0.7	0.8	0.7	0.8
162,961	8,781	5.2	4.4	4.3	1.7	0.1
59,803	61,796	2.8	1.6	0.7	0.6	0.7
$ 9,660,040	$ 8,727,859	100.0 %	100.0 %	100.0 %	100.0 %	100.0 %
$ 61,283	$ 61,305	0.6	0.7	0.6	0.6	0.7
56,352	48,263	0.2	0.6	0.6	0.6	0.6
56,790	57,122	0.8	0.9	0.4	0.6	0.7
	221,991					2.5
2,715,061	2,468,002	22.6	25.0	26.3	28.1	28.3
818,686	723,609	8.0	8.0	8.1	8.5	8.3
66,507	41,430	0.6	0.8	1.3	0.7	0.5
29,870	29,072	0.3	0.3	0.3	0.3	0.3
1,740,484	1,501,015	24.6	23.0	19.6	18.0	17.2
16,762	13,418	0.2	0.3	0.1	0.2	0.2
426,424	333,513	4.4	4.6	5.5	4.4	3.8
385,027	370,658	4.3	6.0	4.5	4.0	4.2
5,854,732	1,103,361	16.6	8.8	35.9	60.6	12.6
349,937	342,247	0.5	0.5	0.6	3.6	3.9
14,473	22,277		0.1	0.1	0.1	0.3
212,995	74,615	2.8	3.2	3.1	2.2	0.9
128,939	39,465	1.4	1.7	1.9	1.3	0.5
$ 12,934,322	$ 7,451,363	87.9 %	84.5 %	108.9 %	133.8 %	85.5 %
$ (3,274,282)	$ 1,276,496	12.1 %	15.5 %	(8.9) %	(33.8) %	14.5 %
$ 7,200,000	$ - 0 -					
$ 3,925,718	$ 1,276,496					
7,896,020	6,619,524					
$ 11,821,738	$ 7,896,020					

DRAFT SUBJECT TO CHANGE

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2025

District Mailing Address - Brazoria County Emergency Services District No. 3
6931 Masters Road
PO Box 1253
Manvel, TX 77578

District Telephone Number - (281) 519-8779

Commissioners	Term of Office Appointed Expires	Fees of Office for the year ended December 31, 2025	Expense Reimbursements for the year ended December 31, 2025	Title
Darrell Valusek	01/01/23 12/31/24	$ 3,750	$ -0-	President
Frank Hagdorn	01/01/23 12/31/24	$ 8,350	$ -0-	Vice President
Matt Glaves	01/01/23 12/31/24	$ 10,350	$ -0-	Secretary/ Treasurer
George Bullington	01/01/24 12/31/25	$ 4,650	$ -0-	Assistant Secretary
DeWayne Davis	07/08/25 12/31/25	$ 2,700	$ -0-	Assistant Treasurer
Tanda Fiocchi-Azbill	09/01/24 02/24/25	$ 1,650	$ -0-	Former Assistant Treasurer

DRAFT SUBJECT TO CHANGE

The limit on fees of office that a Commissioner may receive during a year is as set by the Health and Safety Code-Chapter 775. Effective September 1, 2017, a Commissioner is entitled to receive compensation in the same manner and amount as are provided by Section 49.060 of the Texas Water Code, currently $7,200 per fiscal year. The above fees of office and expense reimbursements are the amounts paid to a Commissioner during the District's current fiscal year.

See accompanying independent auditor's report.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3
BOARD OF COMMISSIONERS AND CONSULTANTS
DECEMBER 31, 2025

Consultants:	Date Hired	Fees for the year ended December 31, 2025*	Title
Coveler & Peeler, P.C.	**	$ 60,925	Attorney
Locke Lord, LLP	**	$ -0-	Litigation
McCall Gibson Swedlund Barfoot Ellis PLLC	04/13/09	$ 24,000	Auditor
Randall F. Parr, CPA	08/12/24	$ 50,500	Bookkeeper
JAG Argueta	04/21/20	$ 8,202	Former Bookkeeper
Perdue, Brandon, Fiedler, Collins & Mott, L.L.P.	04/11/00	$ 49,034	Delinquent Tax Attorney
Brazoria County Tax Assessor/Collector	Legislative Action	$ 23,903	Tax Assessor/ Collector

* Accrual basis
** Not available

DRAFT SUBJECT TO CHANGE

See accompanying independent auditor's report.

Agenda Item 6

MEMO

To: Jeff D. Braun, Executive Director

From: Jack Helton, Fire Service Administrator

Date: 4/9/2026

Re: Recommendation for Approval – District Apparatus Inventory Software

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I am submitting for your review and approval a request to move forward with PS Trax as the new apparatus inventory software. The District is currently using Operative IQ and is not currently meeting the needs of the District. Manvel and Iowa Colony are currently using PS Trax requiring information to be entered into two different software systems.

The proposed work includes:

- Vehicles- 65 Licenses
- Stations- 9 Licenses
- SCBA, PPE, Asset, & Supply modules- 9 Licenses
- On site training for 2 days
- Setup & Implementation
- Hosting of platform
- Unlimited Support

The decision to investigate a new vendor began in an effort to be more efficient and to assist with tracking and reporting of apparatus expense, time out of service, age of assets, etc. This project will include BCESD 3 EMS excluding the controlled substance module.

I recommend we move forward with Station Automation Inc. (dba PSTrax). The first year expense will be $36,380.00 and $25,818.75 annually. This purchase will be made through the Sourcewell CoOp Contract # 030425-SAU. The money will be paid out of the current year's budget.

Additional Bids:

No additional bids due to being a sole source vendor and using a CoOp

PS TRAX

Inventory Management for First Responders.

Created 9 Mar 2026
Expires 06 / 30 / 2026

SOLE SOURCE LETTER

9 Mar 2026

Jack Helton, Fire Service Administrator
Brazoria County ESD 3
6931 Masters Rd
Manvel Texas, 77578

Re: Sole Source Provider Letter

Dear Jack Helton,

This letter confirms that Station Automation, Inc. (dba PSTrax) is recognized as a sole source provider in its space and has been selected as such by leading first responder agencies across the country. The unique capabilities of PSTrax and the proprietary services we offer make us the only provider able to deliver the level of customization, functionality, and support needed to meet the operational requirements of Brazoria County ESD 3.

Below, we outline the key differentiators that demonstrate why PSTrax qualifies as a sole source provider.

1. Specialized Solution Built for First Responder Agencies

PSTrax is the industry-leading Operations Readiness and Logistics Management platform purpose-built for first responder agencies. For over 15 years, we have specialized in consolidating essential operations checks—including Vehicle, SCBA, PPE, Critical Asset, Station, Inventory, and Controlled Substance checks—into a single, cloud-based solution. Unlike general software vendors, our entire system is specifically designed to meet the unique needs of first responders.

2. Tailored, Modular Solution for Maximum Flexibility

PSTrax offers seven fully customizable modules: Vehicle, SCBA, PPE, Critical Asset, Station, Inventory, and Controlled Substance. Your agency can select only the modules you need, with the flexibility to add others as your needs evolve. This modular approach is unique, as other vendors typically require agencies to purchase full-suite solutions, including unnecessary components.

3. Unique, Purpose-Built Functionality Not Available Elsewhere

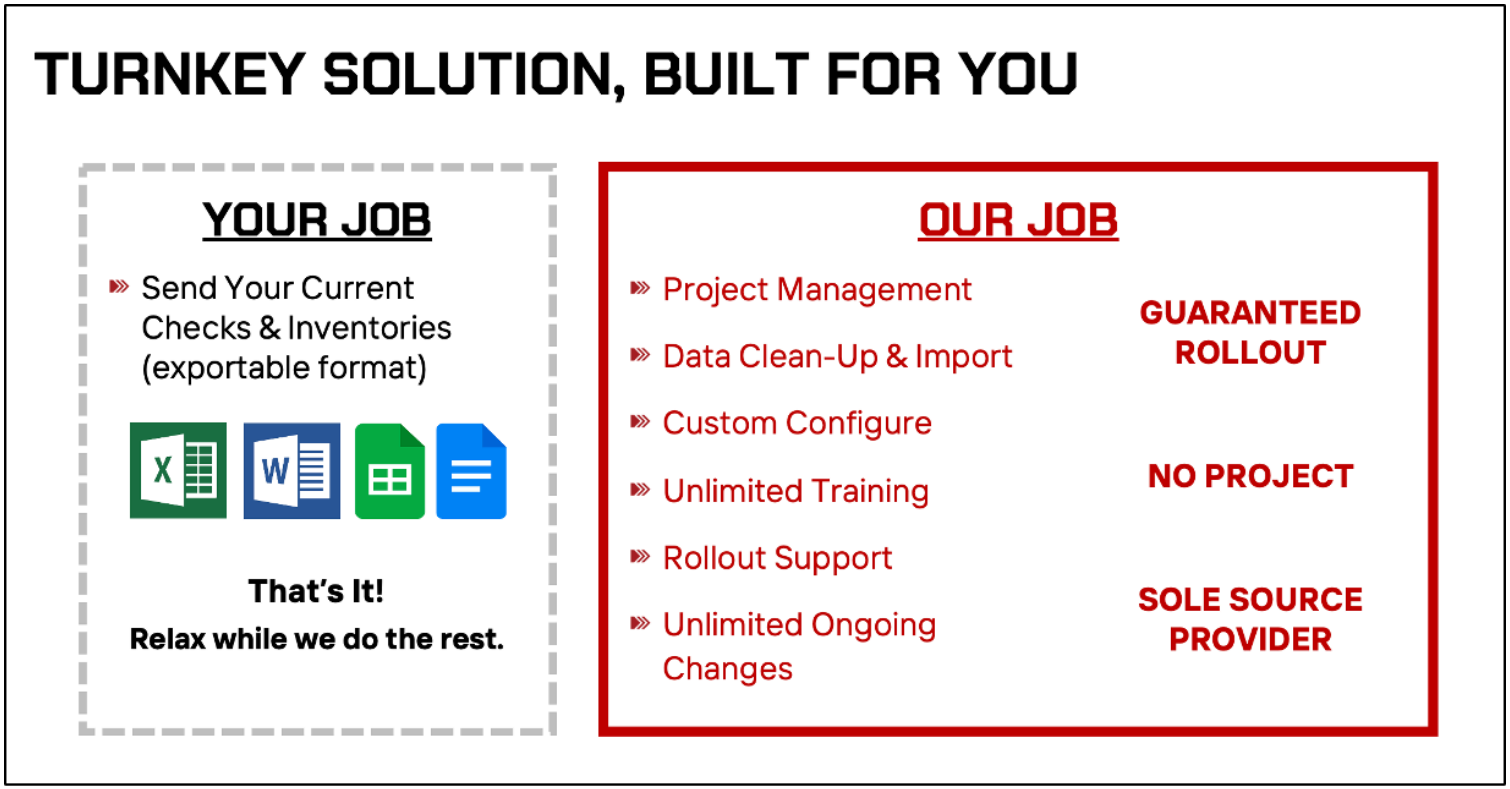
Unlike other vendors that offer basic “bolt-on” solutions as part of larger systems (such as RMS or training platforms), PSTrax is the only stand-alone solution dedicated solely to operations checks and logistics management. Our deep functionality, developed over 15 years of working with first responder agencies, includes features and workflows tailored to operational readiness that cannot be replicated by general-purpose systems.

4. Custom Configuration for Your Agency

We recognize that every agency has unique operational requirements. PSTrax is custom-configured to align with your specific workflows, checklists, and processes. Unlike other vendors that provide off-the-shelf templates, we work closely with your team to ensure that the system fits seamlessly into your existing processes, eliminating the need for major adjustments on your end.

5. Comprehensive, Full-Service Implementation and Ongoing Support

PSTrax offers a turnkey, full-service solution. Our in-house implementation team manages every step of the system setup—from data collection and configuration to deployment. Unlike other vendors that require self-implementation or charge hourly, we handle the entire process, delivering a fully operational, ready-to-use system upon completion.



Additionally, our comprehensive support package includes:

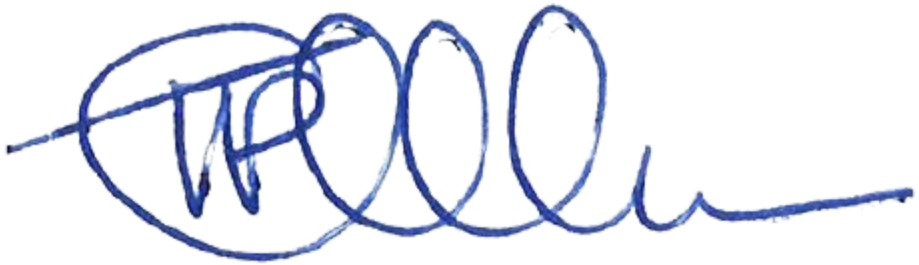
- **Unlimited Support:** No hourly fees or limits—our team is available anytime to assist.
- **Unlimited Training:** Customized training during implementation and ongoing training upon request.
- **Unlimited Ongoing Changes:** We act as your administrative assistant, managing system updates and configuration changes as needed, at no additional cost.

Conclusion

The combination of specialized functionality, tailored configuration, and comprehensive, full-service implementation sets PSTrax apart as the only vendor capable of meeting the requested operational requirements of Brazoria County ESD 3. As such, we are recognized as a sole source provider.

If you have any questions or would like additional details, please do not hesitate to contact us.

Thank you,



Tim Callahan, CEOr
Station Automation Inc. (dba PSTrax)
5837 S. Gallup St Suite 140, Littleton, CO 80120
888.330.6006 Office
tim@pstrax.com

EXHIBIT A: MODULES & PRICING

The pricing below includes:

- **Software License:** Access to the licensed modules.
- **Setup & Implementation:** Includes project management, data import, configuration, training, and rollout.
- **Hosting:** Secure and reliable platform hosting.
- **Unlimited Support:** Ongoing support, including training and configuration updates.

Pricing was created on 9 Mar 2026 and is valid until 06 / 30 / 2026. Please contact your PSTrax representative for adjustments to the modules priced below. Pricing is exclusive of applicable sales tax.

Annual Software License Fees

	Billed	Limit	Metric	Price	Discount	Total
Vehicle Includes:	Annual	65	Vehicles	$225.00 per year	15 %	**$12,431.25** per year
Station Includes:	Annual	9	Stations / Buildings	$250.00 per year	15 %	**$1,912.50** per year
SCBA Includes:	Annual	9	Stations / Buildings	$350.00 per year	15 %	**$2,677.50** per year

	Billed	Limit	Metric	Price	Discount	Total
PPE Includes:	Annual	9	Stations / Buildings	$350.00 per year	15 %	**$2,677.50** per year
Asset Includes:	Annual	9	Stations / Buildings	$350.00 per year	15 %	**$2,677.50** per year
Supplies Includes:	Annual	9	Stations / Buildings	$450.00 per year	15 %	**$3,442.50** per year
Controlled Substance Includes:	Annual	0.0	Managed Locations	$250.00 per year	0 %	**$0.00** per year
Blood Products Includes:	Annual	0.0	Managed Locations	$500.00 per year	0 %	**$0.00** per year

One-Time Software Implementation Fees

	Billed	Limit	Metric	Price	Discount	Total
Vehicle	One-Time	65	Vehicles	$70.00	15 %	**$3,867.50**
Station	One-Time	9	Stations / Buildings	$75.00	15 %	**$573.75**
SCBA	One-Time	9	Stations / Buildings	$70.00	15 %	**$535.50**
PPE	One-Time	9	Stations / Buildings	$70.00	15 %	**$535.50**

	Billed	Limit	Metric	Price	Discount	Total
Asset	One-Time	9	Stations / Buildings	$70.00	15 %	**$535.50**
Supplies	One-Time	9	Stations / Buildings	$90.00	15 %	**$688.50**
Controlled Substance	One-Time	0.0	Managed Locations	$50.00	0 %	**$0.00**
Blood Products	One-Time	0.0	Managed Locations	$100.00	0 %	**$0.00**

Other Services (Optional)

	Billed	Limit	Metric	Price	Discount	Total
API Library (INCLUDED)	Annual	0.0	FREE	$0.00 per year	0 %	**$0.00** per year
Your IT team can use PSTrax's API library of endpoints to connect and sync data with other critical systems.						
New Feature Development	Annual	0.0	Hours	$125.00 per year	0 %	**$0.00** per year
Development hours (time & materials) for CLIENT-requested features beyond the existing functionality of the software.						
Single Sign On	Annual	0.0	SSO Users	$10.00 per year	0 %	**$0.00** per year
Connect PSTrax to your Identity Provider (ex. Active Directory, Azure, Google, Okta) for centralized login.						
On-Site Training	One-Time	2	Days	$1,500.00	15 %	**$2,550.00**
Includes: 1 trainer for X days (Up to 25 students per trainer per day)						
Travel Expenses	One-Time	1	Trainers	$1,500.00	15 %	**$1,275.00**
Includes: $1000 airfare plus $500 per day for each person						

Ready-To-Use Integrations (Optional)

	Billed	Limit	Metric	Price	Total
First Arriving Integration	Annual	0.0	Users	$60.00 per year	**$0.00** per year
Connect to your First Arriving dashboards to bring PSTrax insights to life — in real time.					
Life-Assist Integration	Annual	0.0	Users	$3.00 per year	**$0.00** per year
Connect Life-Assist to PSTrax to manage your product catalog and POs in one place.					

One-Time Fees :	$10,561.25
Annual Fees * :	$25,818.75 per year
Year 1 Grand Total (USD) :	**$36,380.00**

Other Special Instructions: Sourcewell Awarded Contract #030425-SAU discount applied (10% discount for 3 or less modules, 15% discount for 4 or more modules). Customer's Sourcewell membership number for the Brazoria County Emergency Services District 3 is Account # 232026.

EXHIBIT B: INITIAL TERM & INVOICE

Initial Term

PSTrax offers multi-year agreements, allowing CLIENT to simplify operations by eliminating the need for annual procurement and renewal processes. Software license fees for multi-year terms are invoiced annually, as outlined in the terms below.

Select the Initial Term of the Agreement:

Select 1 to 5 years: _____

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

☐ Pay the entire 1st year's Annual Software License Fees now.

☐ Prorate the 1st year's Annual Software License Fees to the following date: _____

☐ Other instructions (if applicable): _____

MASTER AGREEMENT

This Master Agreement (“Agreement”) is entered into between **Station Automation Inc. (dba PSTrax)**, a Delaware corporation with its principal office at 5837 S. Gallup St., Suite 140, Littleton, CO 80120 (“PSTrax”), and **Brazoria County ESD 3** (“CLIENT”). PSTrax and CLIENT are collectively referred to as the “Parties” and individually as a “Party.”

Purpose: CLIENT seeks to utilize PSTrax’s hosted “software as a service” modules to enhance and automate its operations. PSTrax agrees to provide these services under the terms and conditions outlined in this Agreement.

TERMS AND CONDITIONS

Section A – Term & Renewal

1. INITIAL TERM. The Agreement will begin on the date both Parties execute it and remain in effect for the initial term ("Initial Term") specified in Exhibit B: Initial Term & Invoice. If no Term is specified, the default Initial Term will be one (1) year. The Initial Term and any applicable Renewal Terms (as later defined) are collectively referred to as the “Term.”

2. TERM COMMITMENT. CLIENT agrees to fulfill the entirety of the Initial Term and is responsible for all fees related to the licensed modules specified in Exhibit A: Modules & Pricing for the duration of the Initial Term.

3. AUTO-RENEWAL. At the conclusion of the Initial Term or any subsequent renewal ("Renewal Term"), this Agreement will automatically renew for an additional one (1) year unless either Party provides written notice of termination at least 30 days prior to the Term’s expiration. Renewal Terms will be subject to the then-current pricing and any applicable annual increases. All terms, conditions, and provisions outlined in this Agreement will remain in effect during the Renewal Term(s).

4. TERMINATION NOTICE. Either Party may terminate this Agreement or modify the licensed modules by providing 30 days' written notice prior to the Initial Term or Renewal Term's expiration.

5. 365-DAY MONEY-BACK GUARANTEE. PSTrax offers CLIENT a 365-Day Money-Back Guarantee for each licensed module. If CLIENT is unsatisfied, it may cancel a module within the 30 days immediately following the 365-day period and receive a full refund of the module's first-year software license fees and one-time implementation fees. Refunds will be processed within 90 days of cancellation. To qualify, CLIENT must:

- Make reasonable efforts to implement and "go live" with the module.
- Ensure that crews actively use the module in their operations to consistently log and complete tasks for a minimum of six (6) months.
- Make reasonable efforts to work with PSTrax to address and resolve any issues before submitting a cancellation request.

Section B – Licensed Services & Access

6. LICENSED MODULES. CLIENT is granted a non-exclusive license to use the purchased modules outlined in Exhibit A: Modules & Pricing for the duration of the Agreement.

7. ADDITIONAL MODULES. CLIENT may license additional modules at any time by executing a written amendment to this Agreement.

8. USER ACCESS. PSTrax allows unlimited users. Each user will have a unique login and role-based security access within the system.

Section C – Pricing & Payment

9. SCOPE OF WORK. Pricing is based on the "active" number of stations, vehicles, or managed locations listed in Exhibit A: Modules & Pricing. Retired items are not included in this count.

10. ANNUAL AUDIT & SCOPE CHANGES. CLIENT may add stations, vehicles, or managed locations to the system at any time during the Term. PSTrax will conduct an annual audit to verify the "active" number of items being managed in the system. If the actual count exceeds the scope specified in Exhibit A: Modules & Pricing, CLIENT will be notified of any additional charges.

11. ANNUAL PRICE INCREASES. Software license fees may increase annually by up to 9% from the previous year's per-unit pricing to account for additional functionality, inflation, or business costs. CLIENT will receive written notice of any such increase at least 45 days prior to the renewal date. This increase is independent of any price adjustments outlined in Clause 3 (Auto Renewal) and Clause 9 (Scope of Work).

12. PAYMENT TERMS. Invoices are due within 45 days of issuance. All first-year annual fees and one-time fees will be invoiced upon mutual execution of this Agreement by the Parties. In each subsequent year, annual software license fees will be invoiced at least 30 days prior to the anniversary date. Late payments may incur a monthly fee of 1.5% on the outstanding balance. If payments remain overdue for more than 90 days, PSTrax may suspend system access. Any unpaid balances may be referred to collections, with CLIENT responsible for all associated fees.

13. SALES TAX. All fees are exclusive of applicable sales tax. Where required by law, PSTrax will collect and add sales tax to invoices for customers located in jurisdictions that impose sales tax on software-as-a-service (SaaS). Customer agrees to pay such amounts in addition to the fees. Customers claiming exemption from sales tax must provide a valid sales tax exemption certificate. Exemption documents should be submitted to tax@pstrax.com.

Section D – Implementation & Operations

14. IMPLEMENTATION. PSTrax will manage the implementation of licensed modules, including setup, document organization, configuration, data import, admin training, and go-live support. Both Parties will assign a Project Manager to oversee the process and ensure timely completion. CLIENT must provide required documentation promptly; delays may extend the timeline. CLIENT will have the opportunity to review and approve the modules before go-live.

15. TRAVEL. Unless specified in Exhibit A: Modules & Pricing, travel is not anticipated and is not included in the provided pricing. All implementation, training, and support meetings will be conducted virtually via video conferencing. Any travel requested by CLIENT will be invoiced separately and requires CLIENT's written approval prior to booking.

16. CHANGES TO PLATFORM. PSTrax is a multi-tenant platform and may, at its sole discretion, implement changes and enhancements to the modules as necessary to maintain or improve the quality, delivery, performance, or cost efficiency of its products and services, enhance its competitive position, or ensure compliance with applicable laws.

17. NEW FEATURE DEVELOPMENT. CLIENT may purchase an annual retainer of development hours on a time-and-materials basis for requests that expand PSTrax's capabilities beyond standard functionality. All such work is subject to PSTrax's approval. Hours are billed at purchase, expire after two (2) years, and any hours beyond the annual retainer require mutual agreement and CLIENT's prior approval. Upon request, PSTrax will provide an estimated scope of hours for each feature request before work begins. Start dates are subject to resource availability. Ownership of all such development is governed by Clause 20 (Intellectual Property).

Section E – Data Rights & Hosting

18. DATA OWNERSHIP. CLIENT retains ownership of all data entered into the system ("CLIENT Data"). CLIENT may export CLIENT Data via the user interface or request it in digital format (PDF, Excel, or CSV) during the Agreement and for up to 36 months after termination. PSTrax will retain CLIENT Data for at least 36 months post-termination unless otherwise requested by CLIENT.

19. HOSTING & AVAILABILITY. The system is hosted on Amazon Web Services or a comparable provider. PSTrax is not liable for outages caused by hosting providers but will work to restore service as quickly as possible.

20. COMPLIANCE. Both Parties will comply with all applicable laws. CLIENT is responsible for ensuring that its use of the system, checks, and inspections complies with all applicable local, state, and federal regulations, including but not limited to NFPA, DOT, OSHA, and DEA requirements, as well as manufacturer recommendations and the SOPs of the authority having jurisdiction (AHJ).

21. INTELLECTUAL PROPERTY.

(a) PSTrax Ownership. All intellectual property rights, including but not limited to software, source code, documentation, designs, trademarks, know-how, and other proprietary materials, whether pre-existing or developed during the Term of this Agreement, are and shall remain the sole and exclusive property of PSTrax. This includes, without limitation, all enhancements, modifications, new features (including those developed under Clause 16 (New Feature Development), configurations, custom development, integrations, derivative works, and any work product created in connection with the services provided under this Agreement.

(b) CLIENT Data. CLIENT retains ownership of all data entered into the system ("CLIENT Data"). CLIENT hereby grants PSTrax a limited, non-exclusive, royalty-free license to host, use, process, transmit, and display CLIENT Data solely as necessary to provide and improve the services.

(c) Feedback. CLIENT acknowledges that any ideas, suggestions, or feedback it provides to PSTrax regarding the services ("Feedback") may be used by PSTrax without restriction or obligation. All rights in and to such Feedback shall vest exclusively in PSTrax.

(d) Restrictions. Except as expressly authorized under this Agreement, CLIENT shall not (i) copy, modify, translate, or create derivative works of the services; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms; (iii) sublicense, lease, rent, sell, or otherwise transfer the services or any component thereof to any third party; or (iv) use the services to develop, market, or support a competitive product or service.

No rights, licenses, or interests in PSTrax's intellectual property are granted to CLIENT except as expressly set forth in this Agreement.

22. CONFIDENTIALITY. The terms, provisions, and conditions of this Agreement, along with any software, materials, information, files, or documentation exchanged between the Parties, are confidential and proprietary. Neither Party may disclose such information without the other Party's prior written consent, except as required by law or public records obligations, in which case the disclosing Party must notify the owning Party before disclosure.

23. DATA USAGE. By using the software, CLIENT agrees that data they provide (excluding personal or sensitive information as defined by data privacy laws) may be anonymized and aggregated. This data will be used solely to improve the software, develop new tools or services, and enhance features like machine learning and predictive analytics. It will not be sold to third parties.

24. FORCE MAJEURE. PSTrax is not liable for delays or interruptions caused by uncontrollable events, such as natural disasters, strikes, or acts of war. PSTrax will resume performance as soon as feasible.

Section F – Legal & Miscellaneous

25. USE OF NAME. CLIENT agrees that PSTrax may identify it as a customer and use its logo and name in promotional materials solely to highlight the business relationship. CLIENT may request PSTrax to cease such use by emailing marketing@pstrax.com. Please allow up to 30 days for the request to be processed.

26. LIMITATION OF LIABILITY. PSTrax's liability under this Agreement, whether arising from contract, tort (including negligence), strict liability, or any other legal theory, is limited to the total software license fees paid by CLIENT in the three (3) months preceding the event giving rise to the claim. This includes liability for data breaches, unauthorized access, or data loss. PSTrax is not liable for indirect, consequential, incidental, special, or punitive damages, including lost revenue or profits, even if advised of their possibility.

27. DISPUTE RESOLUTION. The Parties agree to resolve disputes through mutual discussion. If unresolved, they will attempt mediation before litigation. If mediation fails within 60 days, either Party may pursue litigation.

28. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

29. SEVERABILITY. If any provision of this Agreement, in whole or in part, is deemed unenforceable for any reason, the remaining portions of that provision and the rest of the Agreement shall remain valid and enforceable.

30. ENTIRE AGREEMENT. This Agreement represents the complete understanding between the Parties and supersedes all prior agreements, communications, and understandings, whether written or oral. Any amendments must be approved in writing by both Parties.

31. ELECTRONIC SIGNATURES. This Agreement may be executed electronically, with digital signatures carrying the same legal effect as originals. It may also be signed in counterparts, each considered an original, which together shall constitute a single, binding document.

BILLING DETAILS

Please provide the best contact information for your agency's billing department or individual responsible for receiving and processing invoices:

Name: _____

Title: _____

Email: _____

Phone: _____

Address: _____

PAYMENT BY WIRE AND ACH

To pay by wire or ACH, please use the following details:

Bank name	FirstBank
Bank address	10403 West Colfax Avenue Lakewood, CO 80215
Bank phone	800-964-3444
Bank routing & transit #	107005047

Bank name	FirstBank
For the credit of	Station Automation Inc. (dba PSTrax)
PSTrax address	5837 S. Gallup St., Suite 140 Littleton, CO 80120
PSTrax account #	2435560322
PSTrax account type	Checking

AUTHORIZED ACCEPTANCE

By signing below, CLIENT and PSTrax agree to the pricing, terms, and conditions of this Agreement. Each Party certifies that the individual signing on its behalf is duly authorized to execute this Agreement, binding their respective organization to its terms and obligations. Each organization is responsible for addressing any misrepresentation of authority by its signor.

Brazoria County ESD 3

Signature:

Name: _____

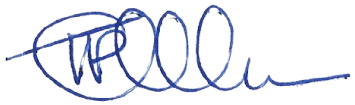
Title: _____

Email: _____

Phone: _____

Date: _____

Station Automation, Inc. (dba PSTrax)

Signature: 

Name: Tim Callahan

Title: CEO

Email: tim@pstrax.com

Phone: 888-330-6006

Date: 9 Mar 2026

DELIVERY OF EXECUTED AGREEMENT

If signed electronically with PandaDoc, a copy of the executed Agreement will be automatically emailed to both Parties. If printed and signed manually, please scan and email ALL PAGES of the signed Agreement to **todd@pstrax.com** or **sales@pstrax.com**.

Agenda Item 7

MEMO

TO: BCESD 3 Board of Commissioners

FROM: Jack Helton, Fire Services Administrator

DATE: April 8, 2026

RE: Surplus and/or Salvage Property

The District has items that are defective or are being replaced by new furnishings after the building renovation is complete. I am requesting that the items be deemed as surplus and that authorization be given to staff to auction them. If the items are not sold within the legally defined timeframe, I am requesting that the board authorize the disposal of said items.

The item to be auctioned is the Station 1 Generator that is due to be replaced in May 2026.

Agenda Item 8

Agenda Item 8a

Application and Certificate for Payment

TO OWNER:	Brazoria County ESD 3 PO Box 1253 Manvel, TX 77578	PROJECT:	EMS Station No. 1 6931 Masters Rd. Manvel, TX 77578
FROM CONTRACTOR:	Bass Construction Co., Inc Rosenberg, Texas 77471 281-342-2022		

APPLICATION NO: 25-004 - 006
PERIOD TO: 2/28/2026
CONTRACT FOR: General Construction
CONTRACT DATE: 8/14/2025
PROJECT NOS: Architect's #2426
Bass Job #25-004

Distribution to:
OWNER: ☑
ARCHITECT: ☑
CONTRACTOR: ☑
FIELD: ☐
Subcontractor ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$977,000.00 ✓
2. NET CHANGE BY CHANGE ORDERS		$0.00 ✓
3. CONTRACT SUM TO DATE (Line 1+2)		$977,000.00 ✓
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$663,262.00 ✓
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E	$663,262.00)=	$33,163.10
b. 5% of Stored Material (Column F	$0.00)=	$0.00
Total Retainage (Lines 5a + 5b or Total in Column I)		$33,163.10 ✓
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$630,098.90 ✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$491,172.80 ✓
8. CURRENT PAYMENT DUE		$138,926.10 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$346,901.10	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bass Construction
By: B-B- Date: March 6, 2026

State of: Texas
County of: Fort Bend
Subscribed and sworn to before me this 6th day of March 2026
Notary Public: Tammy Bock
My Commission expires: 12-27-26

TAMMY BOCK
Notary Public, State of Texas
Comm. Expires 12-27-2026
Notary ID 10762864

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the General Contractor certifies to the Architect and Owner that to the best of the General Contractor's knowledge, information and belief the Work has progressed as indecated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

CERTIFIED..... $138,926.10 ✓

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that ae changed to conform with the amount certified.)

ARCHITECT:
By: Date: 03/19/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment arc without prej udice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment containing Subcontractors certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts were variable retainage for liine items may apply.

APPLICATION NO:	25-004 - 006
APPLICATION DATE:	3/6/2026
PERIOD TO:	2/28/2026
ARCHITECT'S PROJECT NO:	Architect's #2426Bass Job #25-004

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
001	Bonds & Insurance	$24,600.00	$24,600.00			$24,600.00	100.00%	$0.00	$1,230.00
002	Rentals/Temporaries	$13,824.00	$11,520.00	$768.00		$12,288.00	88.89%	$1,536.00	$614.40
003	Housekeeping	$17,200.00	$14,333.00	$956.00		$15,289.00	88.89%	$1,911.00	$764.45
004	Supervision/Proj. Mgmt.	$78,000.00	$65,000.00	$4,333.00		$69,333.00	88.89%	$8,667.00	$3,466.65
005	Mobilization	$14,242.00	$14,242.00			$14,242.00	100.00%	$0.00	$712.10
006	Allowances	$126,000.00	$75,825.00	$2,122.00		$77,947.00	61.86%	$48,053.00	$3,897.35
007	OH&P	$48,447.00	$26,112.00	$4,950.00		$31,062.00	64.12%	$17,385.00	$1,553.10
008	Selective Demo	$26,880.00	$24,000.00			$24,000.00	89.29%	$2,880.00	$1,200.00
009	Concrete Footings	$3,400.00	$0.00			$0.00	0.00%	$3,400.00	$0.00
010	Masonry	$16,612.00	$0.00			$0.00	0.00%	$16,612.00	$0.00
011	Structural Steel Framing	$4,500.00	$0.00	$4,500.00		$4,500.00	100.00%	$0.00	$225.00
012	Metal Stairs	$17,123.00	$0.00	$17,123.00		$17,123.00	100.00%	$0.00	$856.15
013	Dampproofing and	$3,700.00	$0.00	$3,700.00		$3,700.00	100.00%	$0.00	$185.00
014	Doors and Frames	$12,594.00	$0.00	$9,445.00		$9,445.00	75.00%	$3,149.00	$472.25
015	Glazing	$30,470.00	$23,676.00	$6,793.00		$30,469.00	100.00%	$1.00	$1,523.45
016	Gypsum Board	$43,201.00	$24,992.00			$24,992.00	57.85%	$18,209.00	$1,249.60
017	Cement Plastering	$1,500.00	$0.00			$0.00	0.00%	$1,500.00	$0.00
018	Acoustical Ceilings	$10,300.00	$0.00			$0.00	0.00%	$10,300.00	$0.00
019	Flooring	$49,031.00	$27,305.00			$27,305.00	55.69%	$21,726.00	$1,365.25
020	Painting	$19,501.00	$15,600.00			$15,600.00	80.00%	$3,901.00	$780.00
021	Corner Guards	$4,220.00	$0.00			$0.00	0.00%	$4,220.00	$0.00
022	Aluminum Canopies	$54,157.00	$0.00			$0.00	0.00%	$54,157.00	$0.00
023	Fire Extinguishers	$2,000.00	$0.00	$2,000.00		$2,000.00	100.00%	$0.00	$100.00
024	Residential Appliances	$7,000.00	$0.00	$7,000.00		$7,000.00	100.00%	$0.00	$350.00
025	Window Treatments	$2,895.00	$0.00			$0.00	0.00%	$2,895.00	$0.00
026	Casework	$28,300.00	$22,640.00	$5,660.00		$28,300.00	100.00%	$0.00	$1,415.00
027	Fire Protection	$22,332.00	$17,382.00	$4,950.00		$22,332.00	100.00%	$0.00	$1,116.60
028	Plumbing	$20,618.00	$0.00	$20,618.00		$20,618.00	100.00%	$0.00	$1,030.90
029	HVAC	$74,641.00	$55,645.00	$9,611.00		$65,256.00	87.43%	$9,385.00	$3,262.80
030	Electrical Material &	$85,449.00	$66,139.00	$9,654.00		$75,793.00	88.70%	$9,656.00	$3,789.65
031	Fire Alarm	$10,000.00	$4,750.00	$1,700.00		$6,450.00	64.50%	$3,550.00	$322.50
032	Earthwork	$5,700.00	$0.00			$0.00	0.00%	$5,700.00	$0.00
033	SWPPP	$3,263.00	$3,263.00			$3,263.00	100.00%	$0.00	$163.15
034	Underground Utilities	$95,300.00	$0.00	$30,355.00		$30,355.00	31.85%	$64,945.00	$1,517.75
	GRAND TOTAL	**$977,000.00**	**$517,024.00**	**$146,238.00**	**$0.00**	**$663,262.00**	**67.89%**	**$313,738.00**	**$33,163.10**

PROGRESS PAYMENT CONDITIONAL WAIVER AND RELEASE

Project: BCEDS No. 3 Fire Station No. 1 Alterations
Job No. 25-004

On receipt by the signer of this document of a check from Brazoria County ESD 3 (maker of check) in the sum of $138,926.10 for invoice #25-004-006 payable to Bass Construction Co., Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brazoria County ESD 3 (owner) located at 6931 Masters Rd., Manvel, Texas 77578 (location) to the following extent: Construction work as per contract (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brazoria County ESD 3 (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Bass Construction Co., Inc.
Contractor, Subcontractor and/or Material Supplier
Date: March 6, 2026

By: B. B.
Printed Name: Buck Bass
Title: Project Manager

STATE OF TEXAS
COUNTY OF FORT BEND
Before me on this day personally appeared Buck Bass, known to me (or proved to me through identification document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 6th day of March, 2026.

Tammy Bock
Notary Public
My Commission expires 12-27-26

TAMMY BOCK
Notary Public, State of Texas
Comm. Expires 12-27-2026
Notary ID 10762864

Agenda Item 8b

Application and Certificate for Payment

TO OWNER:	Brazoria County ESD 3 PO Box 1253 Manvel, TX 77578	PROJECT:	EMS Station No. 1 6931 Masters Rd. Manvel, TX 77578
FROM CONTRACTOR:	Bass Construction Co., Inc Rosenberg, Texas 77471 281-342-2022		

APPLICATION NO:	25-004 - 007	Distribution to:
		OWNER: ☑
PERIOD TO:	3/31/2026	ARCHITECT: ☑
CONTRACT FOR:	General Construction	CONTRACTOR: ☑
CONTRACT DATE:	8/14/2025	FIELD: ☐
PROJECT NOS:	Architect's #2426 Bass Job #25-004	Subcontractor ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM			$977,000.00
2. NET CHANGE BY CHANGE ORDERS			$0.00
3. CONTRACT SUM TO DATE (Line 1+2)			$977,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)			$806,972.00
5. RETAINAGE:			
a. 5% of Completed Work (Column D + E	$806,972.00	= $40,348.60	
b. 5% of Stored Material (Column F	$0.00	= $0.00	
Total Retainage (Lines 5a + 5b or Total in Column I)			$40,348.60
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$766,623.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$630,098.90
8. CURRENT PAYMENT DUE			$136,524.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$210,376.60	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bass Construction Date: April 1, 2026

By: B-B-

State of: Texas
County of: Fort Bend
Subscribed and sworn to before me this 1ST day of April, 2026

Notary Public: Tammy Bock
My Commission expires: 12-27-2026

TAMMY BOCK
Notary Public, State of Texas
Comm. Expires 12-27-2026
Notary ID 10762864

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the General Contractor certifies to the Architect and Owner that to the best of the General Contractor's knowledge, information and belief the Work has progressed as indecated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

CERTIFIED $136,524.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date: 04/03/2026

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment arc without prej udice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment containing Subcontractors certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts were variable retainage for liine items may apply.

APPLICATION NO:	25-004 - 007
APPLICATION DATE:	4/1/2026
PERIOD TO:	3/31/2026
ARCHITECT'S PROJECT NO:	Architect's #2426Bass Job #25-004

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
001	Bonds & Insurance	$24,600.00	$24,600.00			$24,600.00	100.00%	$0.00	$1,230.00
002	Rentals/Temporaries	$13,824.00	$12,288.00	$769.00		$13,057.00	94.45%	$767.00	$652.85
003	Housekeeping	$17,200.00	$15,289.00	$957.00		$16,246.00	94.45%	$954.00	$812.30
004	Supervision/Proj. Mgmt.	$78,000.00	$69,333.00	$4,336.00		$73,669.00	94.45%	$4,331.00	$3,683.45
005	Mobilization	$14,242.00	$14,242.00			$14,242.00	100.00%	$0.00	$712.10
006	Allowances	$126,000.00	$77,947.00	$15,210.00		$93,157.00	73.93%	$32,843.00	$4,657.85
007	OH&P	$48,447.00	$31,062.00	$8,955.00		$40,017.00	82.60%	$8,430.00	$2,000.85
008	Selective Demo	$26,880.00	$24,000.00			$24,000.00	89.29%	$2,880.00	$1,200.00
009	Concrete Footings	$3,400.00	$0.00	$2,890.00		$2,890.00	85.00%	$510.00	$144.50
010	Masonry	$16,612.00	$0.00	$2,720.00		$2,720.00	16.37%	$13,892.00	$136.00
011	Structural Steel Framing	$4,500.00	$4,500.00			$4,500.00	100.00%	$0.00	$225.00
012	Metal Stairs	$17,123.00	$17,123.00			$17,123.00	100.00%	$0.00	$856.15
013	Dampproofing and	$3,700.00	$3,700.00			$3,700.00	100.00%	$0.00	$185.00
014	Doors and Frames	$12,594.00	$9,445.00	$3,149.00		$12,594.00	100.00%	$0.00	$629.70
015	Glazing	$30,470.00	$30,469.00	$1.00		$30,470.00	100.00%	$0.00	$1,523.50
016	Gypsum Board	$43,201.00	$24,992.00	$18,209.00		$43,201.00	100.00%	$0.00	$2,160.05
017	Cement Plastering	$1,500.00	$0.00			$0.00	0.00%	$1,500.00	$0.00
018	Acoustical Ceilings	$10,300.00	$0.00	$10,300.00		$10,300.00	100.00%	$0.00	$515.00
019	Flooring	$49,031.00	$27,305.00	$21,726.00		$49,031.00	100.00%	$0.00	$2,451.55
020	Painting	$19,501.00	$15,600.00	$1,950.00		$17,550.00	90.00%	$1,951.00	$877.50
021	Corner Guards	$4,220.00	$0.00			$0.00	0.00%	$4,220.00	$0.00
022	Aluminum Canopies	$54,157.00	$0.00	$9,748.00		$9,748.00	18.00%	$44,409.00	$487.40
023	Fire Extinguishers	$2,000.00	$2,000.00			$2,000.00	100.00%	$0.00	$100.00
024	Residential Appliances	$7,000.00	$7,000.00			$7,000.00	100.00%	$0.00	$350.00
025	Window Treatments	$2,895.00	$0.00			$0.00	0.00%	$2,895.00	$0.00
026	Casework	$28,300.00	$28,300.00			$28,300.00	100.00%	$0.00	$1,415.00
027	Fire Protection	$22,332.00	$22,332.00			$22,332.00	100.00%	$0.00	$1,116.60
028	Plumbing	$20,618.00	$20,618.00			$20,618.00	100.00%	$0.00	$1,030.90
029	HVAC	$74,641.00	$65,256.00	$9,385.00		$74,641.00	100.00%	$0.00	$3,732.05
030	Electrical Material &	$85,449.00	$75,793.00			$75,793.00	88.70%	$9,656.00	$3,789.65
031	Fire Alarm	$10,000.00	$6,450.00	$3,050.00		$9,500.00	95.00%	$500.00	$475.00
032	Earthwork	$5,700.00	$0.00			$0.00	0.00%	$5,700.00	$0.00
033	SWPPP	$3,263.00	$3,263.00			$3,263.00	100.00%	$0.00	$163.15
034	Underground Utilities	$95,300.00	$30,355.00	$30,355.00		$60,710.00	63.70%	$34,590.00	$3,035.50
	GRAND TOTAL	**$977,000.00**	**$663,262.00**	**$143,710.00**	**$0.00**	**$806,972.00**	**82.60%**	**$170,028.00**	**$40,348.60**

PROGRESS PAYMENT CONDITIONAL WAIVER AND RELEASE

Project: BCEDS No. 3 Fire Station No. 1 Alterations
Job No. 25-004

On receipt by the signer of this document of a check from Brazoria County ESD 3 (maker of check) in the sum of $136,524.50 for invoice #25-004-007 payable to Bass Construction Co., Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Brazoria County ESD 3 (owner) located at 6931 Masters Rd., Manvel, Texas 77578 (location) to the following extent: Construction work as per contract (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Brazoria County ESD 3 (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Bass Construction Co., Inc.
Contractor, Subcontractor and/or Material Supplier
Date: April 1, 2026

By: _____
Printed Name: Buck Bass
Title: Project Manager

STATE OF TEXAS
COUNTY OF FORT BEND
Before me on this day personally appeared Buck Bass, known to me (or proved to me through identification document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 1st day of April, 2026.

_____
Notary Public
My Commission expires 12-27-2026

TAMMY BOCK
Notary Public, State of Texas
Comm. Expires 12-27-2026
Notary ID 10762864

Agenda Item 8c

1124 Damon Street
Rosenberg, TX 77471
Ph : 281/342-2022

Change Order

Project:
25-004 BCESD 3 FS 1 Alterations

Change Order: 1
Date: 4/2/2026

To Contractor:
BASS CONSTRUCTION CO
1124 Damon Street
Rosenberg, TX 77471

The Contract is changed as follows:
ACPR-07 Changes

23 ACPR-07 Changes	$11,193.86

The original Contract Amount was	$977,000.00
Net change by previously authorized Change Orders	$0.00
The Contract Amount prior to this Change Order was	$977,000.00
The Contract will be increased by this Change Order in the amount of	$11,193.86
The new Contract Amount including this Change Order will be	$988,193.86

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT , CONTRACT AND OWNER.

Slattery Tackett Architects	BASS CONSTRUCTION CO	Brazoria Co. ESD #3
ARCHITECT	CONTRACTOR	OWNER
730 North Post Oak Rd Houston, TX 77024	1124 Damon Street Rosenberg, TX 77471	6931 Masters Road Manvel, TX 77578
(Signature)	*(Signature)*	*(Signature)*
By	By	By
Date	Date	Date

BASS CONSTRUCTION

1124 Damon Street
Rosenberg, TX 77471
Ph : 281/342-2022

Change Proposal

To: David Slattery
Slattery Tackett Architects
730 North Post Oak Rd
Suite 200
Houston, TX 77024
Ph: 713-521-0591

Number: 23
Date: 3/18/26
Job: 25-004 BCESD 3 FS 1 Alterations
Phone: 281.342.2022

Description: ACPR-07 Changes

We are pleased to offer the following specifications and pricing to make the following changes:

Cost to provide changes as directed in ACPR-07. Not that this excludes the edging material as this was unknown based on the details.

Description	Labor	Material	Equipment	Subcontract	Other	Price
(4) Planters				$4,218.00		$4,218.00
River Rock				$556.00		$556.00
Concrete Curb				$2,028.00		$2,028.00
Podocarpus Macrophyllus Yew Plum Pine and Potting Soil				$1,757.00		$1,757.00
Painting Bollards				$300.00		$300.00
Pathway for Gate Controller				$874.79		$874.79
					Subtotal:	$9,733.79
			OH	$9,733.79	10.00%	$973.38
			Profit	$9,733.79	5.00%	$486.69
					Total:	**$11,193.86**

If you have any questions, please contact me at 281.342.2022.

Submitted by: Buck Bass
Bass Construction Company, Inc

Approved by: _____
Date: _____

WAUSAU TILE

QUOTATION

Bill To: **BASS CONSTRUCTION**
() 1124 DAMON ST
ROSENBERG, TX 77471

Ship To: BCESD3
STATION 1
6931 MASTERS RD
MANVEL, TX 77471

Quote Number: **Q85261**
Quote Date: March 11, 2026
Price Valid for: 30 days
Terms: PRE PAY

Attention: **BUCK BASS**
buck.bass@bassconstruction.com
281.762.6402

Project: **BCESD3 - STATION 1 PLANTERS**

Sales Person: Duane Meno
dmeno@valoribp.com

Line	Product	Description	Quantity	UOM	Weight	Price	Total
1	TF4195W22F	36" SQ X 30" PLANTER W22 SAND	4	EA	1,400.00	$698.00	$2,792.00

Total Weight: 5,600 lbs

Item Total: $2,792.00

ESTIMATED Shipping: $1,426.00

Sales Tax: TBD*

TOTAL PRICE: **$4,218.00**

* Sales Tax will be calculated at time of Order

Please refrain from paying based on the Quote. Kindly wait for your Order Invoice before making any payments. Thank you.

Additional Notes

- PLEASE NOTE: This proposal is valid for (30) days. All quotes older than (30) days may require an additional updated revision prior to Wausau Tile accepting a signed quote, purchase order, or contract.
- ESTIMATED freight costs to MANVEL, Texas are included.
- Sales tax is automatically calculated and shown on quote. Refer to Terms and Conditions Line Item 14 for protocol on tax exempt projects.
- Should it be anticipated that the project will extend past one year from quote date, please add 5-7% for material cost increases.
- This quote is for "Material Only". Installation by others.

ALLIED FINISHES LLC

Change Order Request #3

PROJECT: 25-504 Brazoria Co. ESD 3 Manvel Station 1
DATE: 03/13/2026
CUSTOMER: Bass Construction
Attention: Estimating

BID ITEM: Painting
DESCRIPTION OF WORK

INCLUDES:
- Painting bollards per request.
- **Pricing based on request dated: 03/10/2026, and normal business hours.**

EXCLUDES:
- All times not mentioned above.
- Overtime, TAX, parking fees, weekends, badging, after hours, phases.
- Task lighting
- **Using High Performance/High End products such, 2 part epoxy, urethane, specialties paints, tenimic,etc.**
- **Painting graphics, striping, banners, shapes, stenciling, etc.**
- Installing/painting FRP, fabric panels, corner guards, wallcoverings, wall protection, etc.
- **Hugh repairs/tape-float/patching grouting, and texturing.**
- Protection of our finish product/scope. Damages by others will be additional cost.

	AMOUNT
BASE BID	**$300.00**

March 17, 2026 Change Order # 6

ATT: Bass Construction

RE: BCESD 3 Station 1

Description: Add underground conduit for Gate Control- Datavox per ACPR 7

Additional Time:

Material				$218.72	
Tax				$0.00	
Quoted Material				$0.00	
Rental				$0.00	
Sub Contractor					
Material Total					$218.72
Sub Contractor			$0.00		$0.00
Labor		Hours	Rate	Total	
Forman		1	$60.00	$60.00	
Electrician		8	$48.00	$384.00	
		0	$0.00	$0.00	
		0	$0.00	$0.00	
Labor Total					$444.00
Labor Burden			0%		$0.00
			0.00		
Sub Total	Material, Labor, & Equipment Rental				$662.72
Overhead			10%		$66.27
Profit			20%		$145.80
TOTAL					**$874.79**

Exclusions : Pulling LV Cables and Wire Termir nations

Thank You

Kyle Wick
Projcect Manager/Estimator
H&M Electrical Services
k.wick@hmelectricalservices.net

March 10, 2026

ARCHITECT'S CHANGE PROPOSAL REQUEST NO. 07

To: Mr. Buck Bass
Bass Construction
1124 Damon Street
Rosenberg, Texas 77471

For: BCESD 3 – Station 1 Alterations
6931 Masters Road
Manvel, Texas 77578

From: David Slattery, AIA
Slattery Tackett Architects, LLP
730 North Post Oak Rd., Suite 200
Houston, Texas 77024

Please submit a proposal for changes, if any, in the Contract Sum and Contract Time for the proposed modifications to the Contract Documents described below. This is not a Change Order, or a directive to proceed with the work described in the proposed modifications.

Description of Proposed Changes:

07.01 Install four precast concrete planters, river rock bedding material, and edging material as indicated in attached drawings dated 03/10/2026.

07.02 Install conduit and weatherproof junction box for drive gate controller cabling as indicated on attached 'Gate Controller Diagram' dated 3/10/2026. Exposed conduits shall be painted to match wall panel color.

Sincerely,

Slattery Tackett Architects, LLP

David Slattery, AIA

Attachments: SK-401, SK-501, Gate Controller Diagram

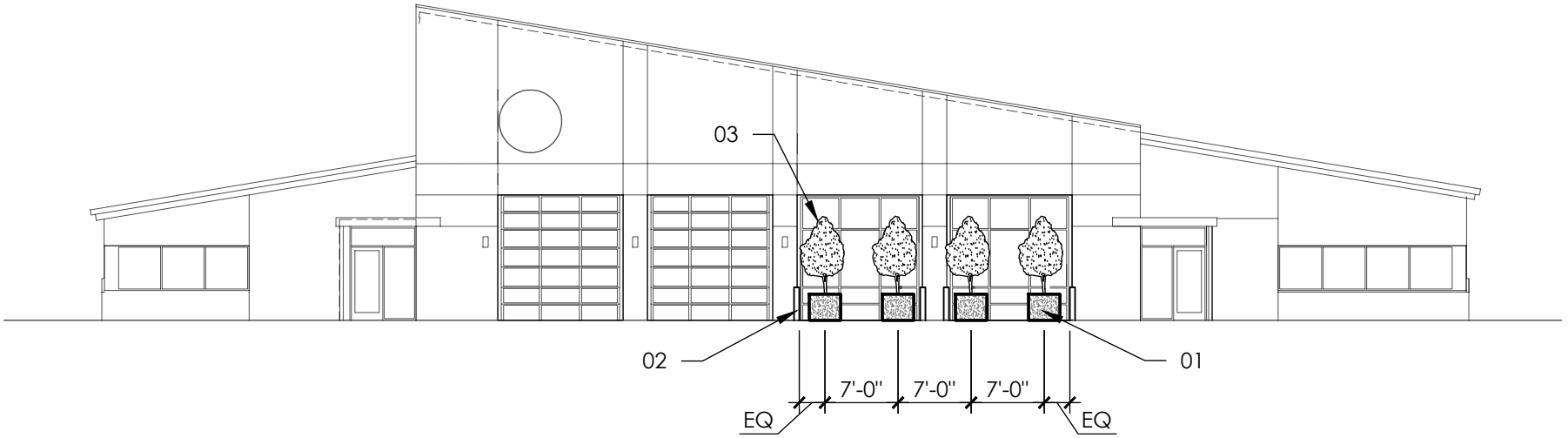
SLATTERY TACKETT ARCHITECTS, LLP 730 NORTH POST OAK RD, SUITE 200 HOUSTON, TEXAS 77024 (713) 521-0591

SHEET KEY NOTES

01 PROVIDE PRECAST CONCRETE PLANTER BOLLARD WAUSAU TILE, 36" L X 36" W X 30" H SQUARE, BEIGE, MODEL: TF4195W22

02 PAINT EXISTING BOLLARDS (4 LOCATIONS) PAINT COLOR TO BE SELECTED BY THE ARCHITECT

03 JAPANESE YEW (PODOCARPUS MACROPHYLLUS)



1 ELEVATION

SCALE: 1/16" = 1'-0"

SLATTERY TACKETT ARCHITECTS, LLP
730 North Post Oak Road, Suite 200
Houston, Texas 77024
713-521-0591
slatterytackett.com

© 2026 SLATTERY TACKETT ARCHITECTS, LLP

BCESD 3 STATION 1 ALTERATIONS

6931 MASTERS RD. MANVEL, TEXAS 77578

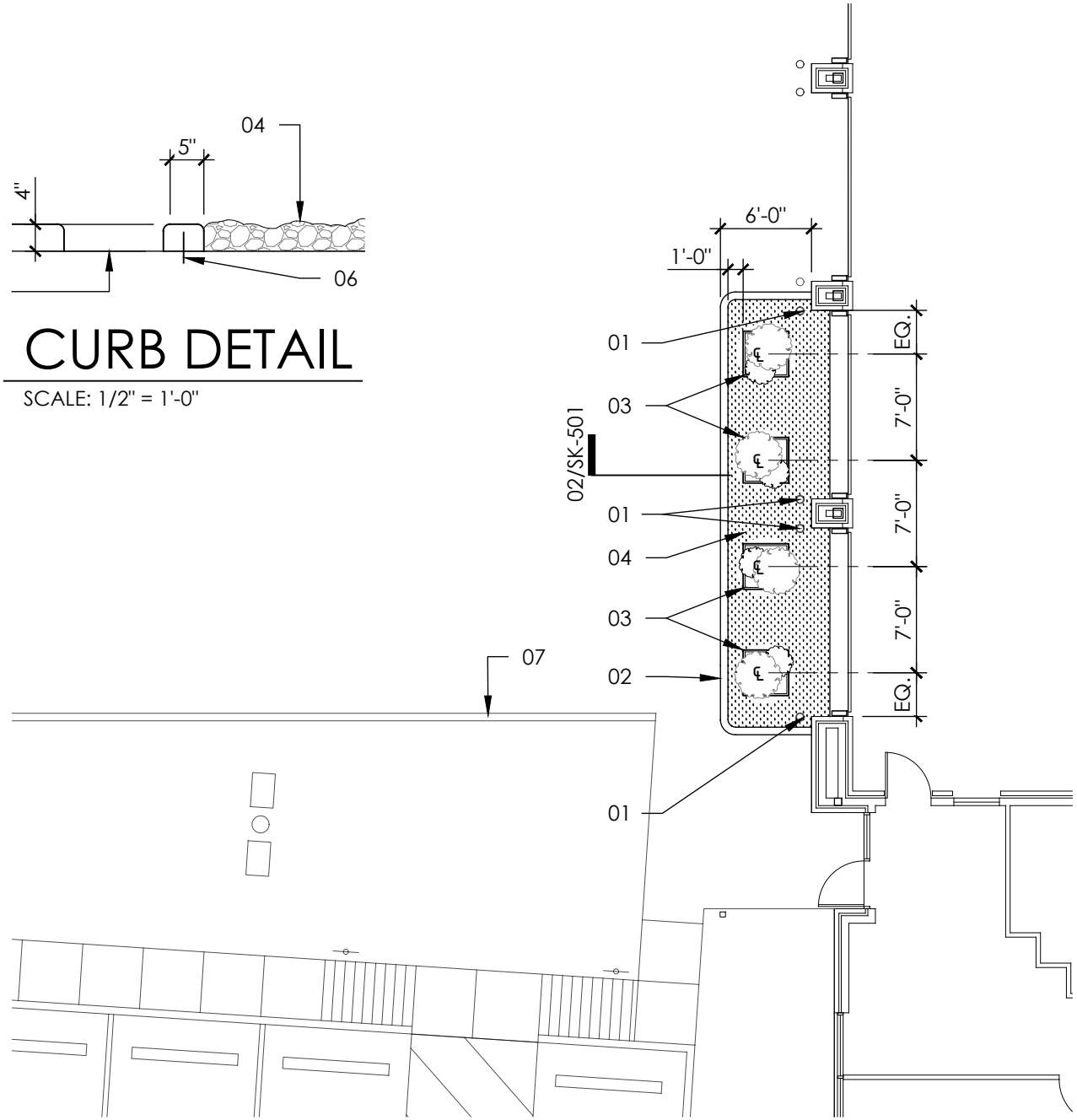
DATE: 03/10/2026
PROJECT NO: 2426

SHEET NUMBER

SK-401

2 CURB DETAIL

SCALE: 1/2" = 1'-0"



1 PLAN

SCALE: 3/32" = 1'-0"

SHEET KEY NOTES

01 EXISTING BOLLARDS TO BE PAINTED. COLOR TO BE SELECTED BY THE ARCHITECT

02 NEW CONCRETE CURB DOWELED INTO EXISTING PAVEMENT. PROVIDE 1" WEEP IN CURBS AT 30" O.C

03 PRECAST CONCRETE PLANTER BOLLARD SPECIFIED ON SK-401. PROVIDE PLANTING MIX SOIL AND ONE JAPANESE YEW (PODOCARPUS MACROPHYLLUS) AT EACH PLANTER. FILL WITH RIVER ROCK TO TOP OF CURB

04 RIVER ROCK

05 EXISTING PAVEMENT

06 DOWEL #3 BARS INTO EXISTING PAVEMENT AT 18 O.C.

07 EXISTING CURB

SLATTERY TACKETT ARCHITECTS, LLP
730 North Post Oak Road, Suite 200
Houston, Texas 77024
713-521-0591
slatterytackett.com

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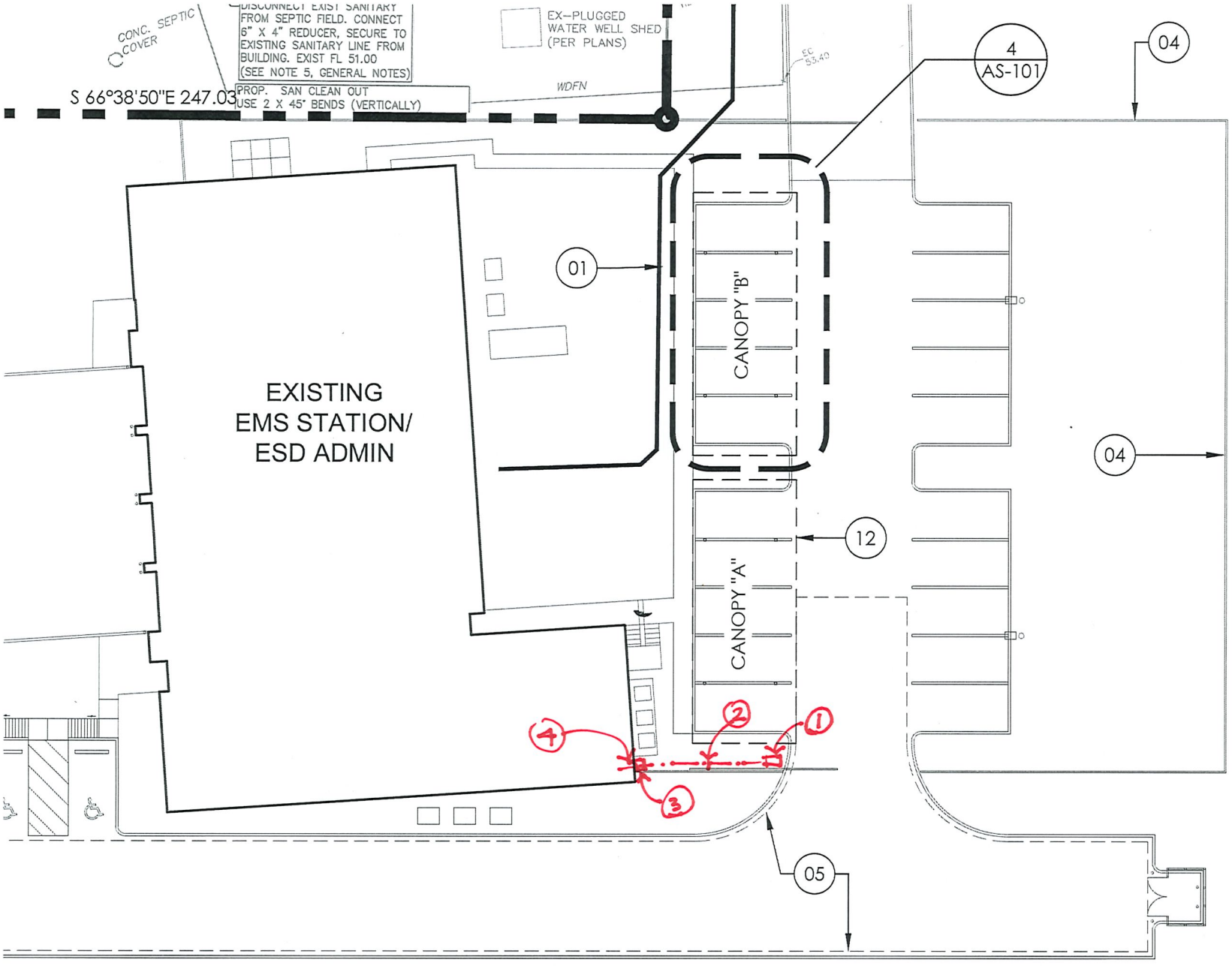
BCESD 3 STATION 1 ALTERATIONS

6931 MASTERS RD. MANVEL, TEXAS 77578

DATE: 03/10/2026
PROJECT NO: 2426

SHEET NUMBER

SK-501



Notes:

1. GATE CONTROLLER LOCATION (EXISTING)
2. 3/4" UNDERGROUND PVC CONDUIT FROM GATE CONTROLLER TO 4-INCH SQUARE WEATHERPROOF JUNCTION BOX MOUNTED TO EXTERIOR WALL.
3. 4-INCH SQUARE WEATHER-PROOF JUNCTION BOX WITH 3/4" STEEL CONDUIT UP WALL AND INTO PLENUM SPACE ABOVE ACCESSIBLE CEILING. SEAL CONDUIT AT WALL PENETRATIONS.
4. EXTEND CONDUIT FROM EXTERIOR TO POINT ABOVE ACCESSIBLE CEILING.

N 67° 10'-00" (REFERENCE BEARING) 653.14' (653.00')

GATE CONTROLLER DIAGRAM 03/10/2026

Agenda Item 8d

Bowman

February 26, 2026

Brazoria County Emergency Services District No. 3
Jeff Braun, Executive Director
6931 Masters Road
Manvel, Texas 77578

Re: **Brazoria County ESD 3 – Rodeo Palms Parkway – Admin Facility** (The Project)
Proposal to provide Surveying, Civil Engineering Design Services (the "Proposal")

TBPE Registration No.: F-14309

Dear Mr. Braun:

We are pleased to submit this Proposal to provide Engineering and Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and Brazoria County Emergency Services District No. 3 ("Client")

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

It is our understanding that Bowman will provide Engineering services for the proposed development of an Emergenvy Service Facility in The City of Manvel and Brazoria County, TX . Bowman will provide the scope of services as outlined below.

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

Task Name:

Task 01 – Preliminary and Final Plat

Based on directions from the City Surveyor we have been directed to prepare and submit a plat that will be prepared prior to construction documents beginning. We will prepare and submit the plat to the city of Manvel, BCDD 4 (Drainage District). It is anticipated we will be required to submit a preliminary plat and final plat for approval with the City, City Planning and Drainage District. We will attend PNZ meetings as required. A City Planning Letter will be requested through the Title company.

Developer has prepared a conceptual site plan and lot layouts that meets the use requirements including building distance setbacks, cover restrictions, required spacing, and any other design consideration for the Manvel. Bowman takes no responsibility for any damage, cost, expenses, or other liability, direct or indirect, resulting from any error, omission, or professional negligence in the performance of the PLAT for the layout of the lots

This does not include Plat for any of the design of the future phases. Any subsequent changes to the site layout or major boundary disputes require additional authorization.

FEE: Fixed Fee of $14,250 Additional plat fees w/city & County paid by Client

Task X02 – Rodeo Drive Parkway & Tree Survey Limited Topo Survey

The client has instructed us to locate (vertical and horizonal control) for the new Thoroughfare roadway installed after the date of the original survey for the "limited topo Survey" for the site. We will verify the boundary and located 3" caliper trees onsite. Trees will not be tagged for construction in the field and only labeled in the survey. Location of existing and new utilities will be confirmed with topo and added to the survey. We will deliver CAD file and PDFs for coordination.

FEE: Fixed Fee of $6480.00

Total Survey and Platting Fee – 20,730$

RETAINER – N/A

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Plan review fees, permits, assessments, and other fees.
- Borings for field locating existing underground utilities.
- Geotechnical Investigation.
- Cultural and Biological Investigation.
- Scour Analysis of wash crossings.
- Construction Management.
- Construction Staking.
- Engineer of Record Services.
- ADEQ NOI preparation or submittal.
- ADEQ SWPPP Construction Site Book
- Jurisdictional delineation or Nationwide 404 permits.
- Legal or title analysis of property ownership or easement rights.
- Environmental assessments.
- Items not specifically delineated in Scope.
-

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e., DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents, and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of BCG in a timely manner and at no expense to Bowman:

- Archeology, Wetland or Geotech Studies (if applicable)
- Title Report or City Planning Letter

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide services to Brazoria County Emergency Services District No. 3

Sincerely,
BOWMAN CONSULTING GROUP LTD.

Stephen Garza, P.E.
Team Lead Manager

1445 North Loop West, Suite 450, Houston, TX 77008
P: 713.993.0333
bowman.com

Brazoria County Emergency Services District No. 3 hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by Brazoria County Emergency Services District No. 3 to so execute this Proposal.

Brazoria County Emergency Services District No. 3

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Attachments A, B, C, Terms & Conditions

1445 North Loop West, Suite 450, Houston, TX 77008
P: 713.993.0333
bowman.com

Bowman

BOWMAN CONSULTING GROUP LTD.

SCHEDULE A - FEES FOR REPROGRAPHIC. DELIVERY, TRAVEL AND OTHER SERVICES

January 2025

Reprographic Services

B&W Photo Copies	$0.35/sf, or $0.23 for 8-1/2” x11” sheet
Color Photo Copies	$0.50/sf, or $0.32 for 8-1/2” x11” sheet
Printing (bond)	$0.35/sf, or $2.10 for 24” x 36” sheet
Printing (mylar)	$3.00/sf, or $18.00 for 24” x 36” sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of $50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at $2.00 per mile (one way) and subject to a minimum $20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum $20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman / Client

Bowman

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2026

CLASSIFICATION	HOURLY RATES
Expert Witness/Research	$415.00/HR
Principal	$360.00/HR
Department Executive	$295.00/HR
Branch Manager	$320.00/HR
Team Leader	$285.00/HR
Senior Project Manager	$250.00/HR
Environmental Project Manager	$165.00/HR
Environmental Project Manager II	$180.00/HR
Project Manager	$230.00/HR
Assistant Project Manager	$210.00/HR
Project Coordinator	$175.00/HR
Senior Surveyor	$160.00/HR
Engineer I | II | III	$160.00/HR | $180.00/HR | $200.00/HR
Planner I | II | III	$130.00/HR | $160.00/HR | $190.00/HR
Designer I | II | III	$150.00/HR | $170.00/HR | $190.00/HR
CADD Drafter I | II | III	$105.00/HR | $125.00/HR | $140.00/HR
Landscape Architect I | II | III	$140.00/HR | $165.00/HR | $190.00/HR
Senior Environmental Scientist	$200.00/HR
Environmental Field Technician	$ 75.00/HR
Senior Environmental Field Technician	$105.00/HR
Junior Environmental Field Technician	$ 65.00/HR
Environmental Scientist I | II | III	$125.00/HR | $160.00/HR | $180.00/HR
Right of Way Specialist I | II | III	$100.00/HR | $120.00/HR | $145.00/HR
Survey Technician I | II | III	$130.00/HR | $150.00/HR | $170.00/HR
Project Surveyor	$180.00/HR
Survey Field Crew – 1 Man	$150.00/HR
Survey Field Crew – 2 Man	$195.00/HR
Survey Field Crew – 3 Man	$260.00/HR
3D Scanning Crew	$275.00/HR
Survey Field Technician	$ 95.00/HR
3D/UAV Modeling Technician	$170.00/HR
UAV Operation	$275.00/HR
SUE Field Crew – 1 Man	$150.00/HR
SUE Field Crew – 2 Man	$175.00/HR
SUE Field Crew – 3 Man	$230.00/HR
SUE Field Crew – 4 Man	$280.00/HR
SUE Utility Coordinator	$200.00/HR
SUE Technician I | II | III	$120.00/HR | $135.00/HR | $160.00/HR
Clerical	$ 85.00/HR
Office Manager	$120.00/HR
Machine Control Technician	$270.00/HR
Administrative Professional	$ 97.00/HR
Remote Sensing Technician I | II | III	$110.00/HR | $130.00/HR | $150.00/HR
Construction Coordinator	$110.00/HR

Initials: Bowman / Client

Bowman

Schedule C – Request for Information

Accounts Payable Contact:

Point of Contact: _____
Phone: _____
Fax: _____
E-Mail: _____

Billing Information:

Billing Entity: _____

Billing Address:

☐ Same as Proposal

☐ If Different, Please Provide.....

_____
_____
_____

Billing Requirements:

Invoice Due Date: _____

Requirements/Attachments: _____

Invoices Transmitted Via Electronic Mail to: _____

Offer ACH Direct Deposit:

☐ Yes, Contact: _____

☐ Not Sure, Contact our Office

☐ Not at this Time

Bowman

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman** ("BCG") to **Brazoria County ESD 3** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

Initials: BCG _____ / Client _____

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars ($100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of BOWMAN.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project,

Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment

or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by

Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Agenda Item 8e

Bowman

February 27, 2026

Mr. David Slattery, AIA
Slattery Tackett Architects
730 North Post Oak Road, Suite 200
Houston, Texas 77024

Re: **Brazoria County ESD 3 – Rodeo Palms Parkway** (The Project)
Proposal to provide Surveying, Civil Engineering Design Services (the "Proposal")

TBPE Registration No.: F-14309

Dear Mr. Slattery:

We are pleased to submit this Proposal to provide Engineering and Surveying services for the above referenced Project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and Slattery Tackett Architects (the "Client").

PROPOSAL ASSUMPTIONS AND PROJECT UNDERSTANDING

It is our understanding that Bowman will provide Engineering services for the proposed development of an Emergenvy Service Facility in The City of Manvel and Brazoria County, TX . Bowman will provide the scope of services as outlined below.

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

Task Name:

TASK 01 - DUE DILIGENCE - SITE INVESTIGATION

Using the information provided, we will conduct a preliminary field investigation to determine the extent of the existing infrastructure. We will review sewer, water, storm drain services and floodplain conditions. We will prepare and coordinate AT&T or Xfinity, CenterPoint, Brazoria County and City of Manvel utility requests. We will review preliminary detention requirements, research platting requirements and review ingress/egress issues with the County/City. We will review the current title report regarding easements of record that would affect this development. We will report findings to the client via email as they are

confirmed. Utility maps and flood control letters will be sent to the client as they become available. Reviewing prior coordinated Detention requirement with the Harris County will be included in the site investigation as part of the study.

Deliverables: Site Investigation Report

TASK 02 - UTILITY AVAILABILITY ASSISTANCE COORDINAITON

We will prepare the necessary water and wastewater utility request letter and calculations for submittal to the MUD,PUD or City. If necessary, we will attend a Board meeting to address any questions the District may have about the development.

TASK 03 - CLIENT/AGENCY MEETINGS – DUE DILIGENCE & DESIGN PHASE

Due to the complexity of the project, we will bill our preliminary client/agency coordination meetings related to drainage and storm sewer tie-ins, site access, Chapter 42 requirements, and meetings with City/Flood Control District Planners, Planning Commission Meetings, Client's consultants, sellers Architect and Engineers, and variance requests under this category. The city and drainage districts will require pre-development meeting

TASK 04 - FIRE CODE COORDINATION

We will coordinate with the Building Architect and Fire Consultant to assist in making sure the building design meets fire code requirements with respect to available water and fire department access. This will include hose lay length, proposed and existing fire hydrant locations, standpipe and FDC locations. Pressure demand will be reviewed and designed by the MEP and Fire Consultant. We will assist the architect in meeting with the fire marshal if needed for review of the site plan with respect to fire code issues. MEP and Fire Consultant will design any pumps necessary for pressure requirements. We highly recommend the fire access road/fire hose lay plan be prepared and coordinated at the beginning of the project as this could greatly impact the site plan.

TASK 05. – CONSTRUCTION DOCUMENTS

We will prepare a set of civil engineering construction documents for private site work for submittal to City of Houston Included are construction notes and legend sheet, existing conditions plan, Express Review Sheets, site grading plan, proposed conditions drainage plan, site utilities plan, site paving and fire lane plan, SWPPP layout sheet, and site work detail sheets. We will prepare drainage computations for all proposed storm sewers in conformance with County requirements. Our design of these facilities will extend from the on-site waterline, sanitary sewer, and drainage facilities to within 5 feet of the proposed building slab. No off-site utility design is included in this proposal.

1. **Site Plan**: A site plan will be prepared based on the Client approved conceptual site plan. For construction layout of the building and paved areas, the horizontal control plan will include the following: building envelope dimensions, critical dimensions between buildings and property lines, and dimensions of paved areas. Building footprints in a digital format compatible with

AutoCAD 2020 will be required from the architect. This site plan will be based on and refer to the final plat of the site.

2. **Grading Plan**: A grading plan will be prepared showing finished floor elevations and spot elevations for driveways, parking areas and yard areas. Grading design in pool areas, courtyard and parking structure is to be completed by others.
3. **Erosion Control/Storm Water Pollution Prevention Plan**: We will prepare an Erosion Control Plan to meet City of Manvel and TCEQ requirements.
4. **Drainage Area Map and Storm Drainage Plan**: A drainage area map with calculations and storm drainage layout will be prepared in accordance with City of Manvel requirements and will address existing and proposed drainage patterns.
5. **Water and Wastewater Plan**: On-site private water and wastewater plans will be prepared in accordance with City of Manvel Building Code requirements. We will prepare an on-site private water system with a master meter at the property line in a separate water meter easement. The Civil Plans will include all on-site lines necessary to provide domestic and fire service to within five (5) feet of the building(s). Location of water and wastewater services to the buildings will be as specified by the MEP. Size of lines required for domestic water and fire sprinkler service, if required, will be as specified by the MEP and fire sprinkler consultant.
6. **Construction Details**.

TASK 6 - OFF-SITE PUBLIC SANITARY & STORM DESIGN

Per the requirements of City of Manvel, public plans for the proposed sanitary sewer connection in the City of Manvel will be required to be submitted and profiled for review and approval. It is anticipated that a sewer has the depth to be gravity and is not a main force will tie into the existing force main on the north side of Rodeo Palms. The city may require us to show the existing joint locations and striping in the vicinity of the utility connections in the event a portion of the roadway needs to be removed and replaced. Agency approval and addressing comments is included under the line-item Permit processing - Plan Set Approvals.

TASK 07 - DETENTION POND DESIGN

We will prepare detention calculations in accordance with Brazoria County Drainage District #4 requirements for the detention pond design out falling to the existing Roadside Ditch or storm sewer on Rodeo Palms Parkway. We will submit the design to the jurisdictions for their review and approval. The most stringent detention requirements will apply.

TASK 08 - STORM PUMP STATION (if Required)

Based on our preliminary study of the existing storm sewer infrastructure and existing elevations on the site, it has been determined that the detention pond will require a storm sewer pump station to the roadside ditch. We will prepare and coordinate pump design and details with appropriate control measures for allowable TxDOT outflows and detention pump down times. TxDOT will require 25% of the detention volume to have a gravity outfall. If required we will outfall to Roadside ditch in county/city roadway ditch and coordinate the design.

TASK 09 - STORM WATER QUALITY DESIGN/REPORT (if Required)

All tracts that are 1 acre or larger or the increase of 0.2 acres or more to the existing impervious cover on a developed parcel is required to have storm water quality. The National Pollution Discharge Elimination System (NPDES) regulations of the US Environmental Protection Agency (USEPA) will require a storm water quality management plan be prepared in accordance with USEPA, TCEQ and City of Houston. City of Houston will also require the construction of permanent storm water quality treatment measures.

We will prepare a storm water quality management plan in accordance with the USEPA, TCEQ and City of Houston. The Storm Water Quality Management Plan will include a storm water quality site plan and report, which will be in accordance with the City of Houston requirements. We will prepare and submit the following items to the City of Houston to obtain storm water quality approval and permit. 1) Bond Estimate; 2) Storm Water Quality Bond Application and supporting documents; 3) Notice of Affidavit for the submission of Storm Water Quality Plan; 4) Storm Water Quality Site Plan and Report. We have included under this scope recording the Notice of Affidavit at the County Clerk's Office, the design of storm interceptor, and a final visit for the as-built certificate.

TASK 10 - PERMIT PROCESSING – PLAN SET APPROVALS

We will assist the Client's Permit Expeditor for approval of permit(s) for all private on-site construction plans. This includes assistance in filling out the Development Site Plan Review Form, Traffic Commercial Plan Review Checklist, Impervious Cover Form, Grade Fill Form, and Performance Standard Forms. We will complete the necessary revisions for the multiple stage submittal process anticipated for this job under this phase. Public and Private plan set approvals are included in this task. PUD/ARC permitting may be required by the city and is included in this task. Landscaping permitting is included in this task. The building will be submitted to the city separately.

TASK 11 - CONSTRUCTION PHASE SERVICES

We will assist the Client in answering contractor questions, make recommendations accordingly during bidding and construction, and attend meetings for construction coordination. We will also assist the construction superintendent in making any necessary revisions related to on-site field issues and make any necessary site visits. We will bill in accordance with our hourly rate schedule. This scope applies to both civil and landscape construction phase services.

If detention pond survey & verification is required, it will be included in a separate proposal .

TASK 12 – METES & BOUNDS – WATER METERS AND UTILITY EASEMENTS

We will prepare a legal description and exhibit for the required easements as requested by client. We will submit the M&B to the city for review and recordation and to be used as part of the replat and title company for potential sell.

FEE: $450 Each.

Landscape Task

L01 LANDSCAPE AND IRRIGATION PLANS

Bowman will provide code minimum construction drawings for permit, within areas of jurisdiction, showing proposed landscape and irrigation within the established limits of work. Bowman will provide related details according to existing site changes and modifications as provided by the client and in coordination with the civil team.

A. Planting plans with layout, plant material specifications, quantities, and details as required to meet minimum design standards established by local governing agencies. Irrigation plans will provide a high efficiency, weather/ET based irrigation system with 100% head-to-head coverage for all proposed landscaped areas within property limits downstream from mainline point-of-connection. Irrigation pumps and rainwater harvesting are not included in the basic scope of service. Irrigation design will be completed in accordance with applicable local guidelines and requirements.

B. Planting plans will be designed to satisfy all development design standards as required by the Grand at Aliana. Color exhibits, renderings, perspectives, etc. are not included in this scope of services.

C. Deliverables:

1. Landscape Construction Documents including planting plans, planting schedule, and related construction details.
2. Irrigation Construction Documents including overhead spray irrigation plans, notes, materials legends, installation details, water pressure calculations, peak irrigation run time calculations and specifications.
3. Irrigation Mainline Drawings at 100% DD Phase (if required).
4. Construction Documents including overhead spray irrigation plans, notes, material legends, installation details, water pressure calculations, peak irrigation run time calculations and specifications.
5. Up to two (2) submittals of the construction document irrigation drawings.
6. AutoCAD drawing files (using AutoCAD e-transmit), PDF plots of the drawings and specifications in a book form as a Word document in CSI format (if required).

D. Exclusions:

1. Design, calculations, and documentation required for LEED credits for water efficient landscape.
2. Grading and drainage design, lighting design, variance requests, or 3D visualization or models.
3. Soils testing and/or engineering.
4. Building Information Modeling (BIM).
5. Rainwater harvesting systems, water storage tanks, or other alternative water systems.
6. Irrigation pump station designs.
7. Water auditing services, irrigation schedules, system testing.
8. Supplemental bid packages (this proposal assumes one construction document package).
9. Variance Requests and associated meetings.
10. As-built documents

L02. LANDSCAPE CONSTRUCTION PHASE SERVICES

A. Bowman shall prepare and process change orders with prior approval of Client.

B. Bowman shall endeavor to secure compliance by the contractor to the plans and specifications. Bowman shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and the Client agrees to hold Bowman harmless from and against any and all losses, claims, or damages arising out of or related to contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.

C. Deliverables:

1. Submittals review and coordination.
2. Shop drawings review and coordination.
3. Responses to RFI's.

FEE.

We propose that our compensation for the above-described basic services be provided on a fixed fee and time/material basis per Attachment "D" included herein. We will submit monthly invoices based upon the percentage of the services completed. Payment is due upon your receipt of the invoice.

The fee for all time and expense (T&M) tasks are for budget purposes only. Actual fee may be higher or lower than the estimate shown above. We will not exceed this budget without getting prior written approval from client. (T&M) Fee Type are initial budget estimates only and may be exceeded if the project requires effort by Bowman beyond the initial budget.

RETAINER – N/A

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Plan review fees, permits, assessments, and other fees.
- Public plan and profiles for water and storm extension.
- Topographic and ALTA survey
- Traffic Impact Analysis
- Drainage study for any offsite channel improvement
- USCORP permitting
- Drainage Analysis for Hydrology Requirement
- Borings for field locating existing underground utilities.
- Geotechnical Investigation.
- Cultural and Biological Investigation.
- Scour Analysis of wash crossings.
- Construction materials testing.
- Landscape design.
- Construction Management.
- Construction Staking.
- Engineer of Record Services.
- ADEQ NOI preparation or submittal.
- ADEQ SWPPP Construction Site Book
- Traffic Engineering reports.
- Jurisdictional delineation or Nationwide 404 permits.
- Legal or title analysis of property ownership or easement rights.
- Environmental assessments.
- Items not specifically delineated in Scope.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out-source delivery (i.e., DHL, FedEx) costs
- Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents, and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission.

The Client shall provide the following items upon request of BCG in a timely manner and at no expense to Bowman:

- Archeology, Wetland or Geotech Studies (if applicable)
- Title Report or City Planning Letter

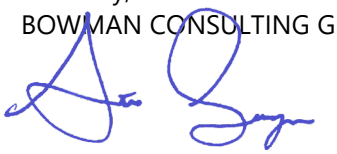
OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc., Bowman will notify the Client that additional scope of work and fees are required and will obtain the Client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide services to Slattery Tackett Architects
.

Sincerely,
BOWMAN CONSULTING GROUP LTD.



Stephen Garza, P.E.
Team Lead Manager

Slattery Tackett Architects hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by Slattery Tackett Architects to so execute this Proposal.
Slattery Tackett Architects

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Attachments A, B, C, D, Terms & Conditions

Bowman

BOWMAN CONSULTING GROUP LTD.

SCHEDULE A - FEES FOR REPROGRAPHIC. DELIVERY, TRAVEL AND OTHER SERVICES

January 2025

Reprographic Services

B&W Photo Copies	$0.35/sf, or $0.23 for 8-1/2” x11” sheet
Color Photo Copies	$0.50/sf, or $0.32 for 8-1/2” x11” sheet
Printing (bond)	$0.35/sf, or $2.10 for 24” x 36” sheet
Printing (mylar)	$3.00/sf, or $18.00 for 24” x 36” sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of $50 plus applicable reprographic fees above.

Delivery Services

In-house delivery services are invoiced at $2.00 per mile (one way) and subject to a minimum $20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum $20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman / Client

Bowman

BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE

January 2026

CLASSIFICATION	HOURLY RATES
Expert Witness/Research	$415.00/HR
Principal	$360.00/HR
Department Executive	$295.00/HR
Branch Manager	$320.00/HR
Team Leader	$285.00/HR
Senior Project Manager	$250.00/HR
Environmental Project Manager	$165.00/HR
Environmental Project Manager II	$180.00/HR
Project Manager	$230.00/HR
Assistant Project Manager	$210.00/HR
Project Coordinator	$175.00/HR
Senior Surveyor	$160.00/HR
Engineer I | II | III	$160.00/HR | $180.00/HR | $200.00/HR
Planner I | II | III	$130.00/HR | $160.00/HR | $190.00/HR
Designer I | II | III	$150.00/HR | $170.00/HR | $190.00/HR
CADD Drafter I | II | III	$105.00/HR | $125.00/HR | $140.00/HR
Landscape Architect I | II | III	$140.00/HR | $165.00/HR | $190.00/HR
Senior Environmental Scientist	$200.00/HR
Environmental Field Technician Senior	$ 75.00/HR
Environmental Field Technician Junior	$105.00/HR
Environmental Field Technician	$ 65.00/HR
Environmental Scientist I | II | III	$125.00/HR | $160.00/HR | $180.00/HR
Right of Way Specialist I | II | III	$100.00/HR | $120.00/HR | $145.00/HR
Survey Technician I | II | III	$130.00/HR | $150.00/HR | $170.00/HR
Survey Director	$250.00/HR
Project Surveyor	$180.00/HR
Survey Field Crew – 1 Man	$150.00/HR
Survey Field Crew – 2 Man	$195.00/HR
Survey Field Crew – 3 Man	$260.00/HR
3D Scanning Crew	$275.00/HR
Survey Field Technician	$105.00/HR
3D/UAV Modeling Technician	$170.00/HR
UAV Operation	$275.00/HR
SUE Field Crew – 1 Man	$150.00/HR
SUE Field Crew – 2 Man	$175.00/HR
SUE Field Crew – 3 Man	$230.00/HR
SUE Field Crew – 4 Man	$280.00/HR
SUE Utility Coordinator	$200.00/HR
SUE Technician I | II | III	$120.00/HR | $135.00/HR | $160.00/HR
Machine Control Technician	$270.00/HR
Office Manager	$125.00/HR
Administrative Professional I | II	$ 85.00/HR | $ 95.00/HR
Remote Sensing Technician I | II | III	$110.00/HR | $130.00/HR | $150.00/HR
Construction Coordinator	$110.00/HR

Table 711 - DEFAULT 2025 Texas

Initials: Bowman / Client

Bowman

Schedule C – Request for Information

Accounts Payable Contact:

Point of Contact: _____
Phone: _____
Fax: _____
E-Mail: _____

Billing Information:

Billing Entity: _____

Billing Address:

☐ Same as Proposal

☐ If Different, Please Provide.....

_____
_____
_____

Billing Requirements:

Invoice Due Date: _____

Requirements/Attachments: _____

Invoices Transmitted Via Electronic Mail to: _____

Offer ACH Direct Deposit:

☐ Yes, Contact: _____

☐ Not Sure, Contact our Office

☐ Not at this Time

Bowman

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman** ("BCG") to **Slattery Tackett Architects** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

Initials: BCG _____ / Client _____

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

Initials: BCG _____ / Client _____

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars ($100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of BOWMAN.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project,

Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment

or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) Building Plan Coordination. If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by

Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

ATTACHMENT "D"

Budget Estimate

Project: Brazoria County ESD 3 – Rodeo Palms Parkway
Harris County, Texas
Slattery Tackett Architects
By: SAG Date: Feb, 27 2026

	TASK	BUDGET $	
Engineering Services			
C01	**Site Investigation & Due Diligence**	$4,805	T&M
C02	**Utility Availability Assistance Coordination**	$1,535	
C03	**Client/Agenct Meetings**	$5,245	T&M
C04	**Fire Code Coordination**	$1,800	
C05	**Construction Documents**	$21,295	
C06	**Off-Site Public Sanitary and Storm Design**	$7,755	
C07	**Detention Pond Design**	$10,585	
C08	**Storm Pump Station Design (if Required)**	$3,965	
C09	**SWQ Plan, Report & Permit**	$3,585	
C10	**Permit Processing - Plan Set Approvals**	$12,545	T&M
C11	**Constrution Phase Services**	$4,710	T&M
C12	**Metes & Bounds - WME & UE**	$450	EACH
	Engineering Subtotal	**$78,275**	
L01	**Landscape and Irrigation Plans**	$5,500	
L02	**Landscape Construction Phase Services**	$1,000	
	Landscape Subtotal	**$6,500**	
R 01	**Reimbursable Expenses**	$2,000	
	Total Budget =	**$86,775**	

Agenda Item 8f

NOTICE TO PROPOSERS
BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT No. 3

Sealed Proposals ("Proposals") will be received by the Architect for Brazoria County Emergency Services District No. 3 (BCESD 3) until **2:00 p.m., May 6, 2026.** Sealed proposals shall be hand delivered to 730 North Post Oak Road, Suite 200, Houston, Texas 77024. Proposals shall be marked "BCESD 3 – Proposal for Construction Manager at Risk" on the exterior of the envelope. All Proposals for Construction Manager at Risk services related to the proposed new BCESD 3 Fire Station Facility received by the deadline above will be publicly opened at the offices of Slattery Tackett Architects, 730 North Post Oak Road, Suite 200, Houston, Texas 77024, at that time and on that date.

The full Request for Proposals for Construction Manager at Risk documents including proposal requirements, selection criteria and other necessary information may be obtained by contacting the Architect, Slattery Tackett Architects, LLP, by telephone at (713) 521-0591 or email at studio@slatterytackett.com.

The estimated construction budget for the project is $8,400,000.

Bonds are required for this project. The successful proposer shall be required to obtain performance and payment bonds as stipulated in the Request for Proposal documents.

BCESD 3 reserves the right to reject any or all proposals or to waive any informalities incidental thereto. The contract, if any, will be awarded to the proposer presenting a proposal most advantageous to BCESD 3, based on the selection criteria as referenced in the Request for Proposal documents.

A Pre-submission Conference will be held at **10:00 a.m.,** on **April 29, 2026,** in the Meeting Room of BCESD 3 located at 6931 Masters Road, Manvel, Texas 77578. Interested proposers are strongly encouraged to attend the Pre-submission Conference.

Darrell Valusek
President, Board of Commissioners
Brazoria County E.S.D. No. 3

Advertise Notice to Proposers Dates:
April 17, 2026
April 24, 2026

REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER-AT-RISK
(CMAR)

For the Project:

NEW FIRE STATION FACILITY

For

Brazoria County Emergency Services District No. 3
(BCESD 3)

REQUEST FOR PROPOSALS
CONSTRUCTION MANAGER-AT-RISK

Brazoria County Emergency Services District No. 3 intends to select a Construction Manager-at-Risk for the purpose of constructing a New Fire Station Facility to be located on a 1.5 acre site at Rodeo Palms Parkway in Manvel, Texas. This selection shall be accomplished in a ***one-step process*** as provided for in the Texas Government Code. The following is intended to assist the prospective Construction Manager in preparing their proposal for this work.

The Selection Process involves selecting a Construction Manager-At-Risk (CMAR) proposer that demonstrates "Best Value" to BCESD 3 based on weighted selection criteria described in this document.

The construction budget for the project (New Fire Station Facility) is not to exceed Owner's assigned program of requirements design construction budget of Eight Million Four Hundred Thousand Dollars ($8,400,000). It is anticipated that the project will be issued for proposals in a single document package.

The Architect involved in the work of this project:

Slattery Tackett Architects, LLP
730 North Post Oak Road, Suite 200
Houston, Texas 77024
Phone: (713) 521 - 0591
Fax: (713) 682 - 2356
David Slattery, AIA, Managing Partner
Email: david.slattery@slatterytackett.com

The selected Construction Manager will provide assistance to the District and its Consultants with ***"Pre-Construction Services"*** including, but not limited to the selection of building systems, design phase cost estimating, and scheduling of the work. If it is determined to be in the best interest of the District, the District will amend the CMAR contract documents to allow the CMAR contractor to construct the project herein described.

Responses to the Request for Proposal shall include the AIA form A305-2020 Contractor Qualifications Statement and complete submission Requirements in the sequence and form prescribed. No other information will be accepted. In the event that the selection committee deems it necessary, additional information may be requested of the qualified proposer firm.

Submit Three (3) hard copies and one electronic copy (PDF) of the Proposals to:

Darrell Valusek, President
Brazoria County Emergency Services District No. 3
c/o Slattery Tackett Architects, LLP
730 North Post Oak Road, Suite 200
Houston, Texas 77024

No later than 2:00 p.m., Wednesday, May 6, 2026
Late responses will not be considered.

The District will receive, publicly open, and read aloud the names of the proposers. The District's Selection Committee, at a later date, will evaluate and rank each submittal in relation to the criteria described in this RFP document. The District may select a Construction Manager without conducting interviews or it may develop a short list of firms to interview. The District's Board of Commissioners may consider the selection of the Construction Manager at a regular or special business meeting in June 2026. The selection process will follow the requirements of the Texas Government Code Section 2269.253.

Questions about the project and the Request for Proposals should be addressed to:

Slattery Tackett Architects, LLP
730 North Post Oak Road, Suite 200
Houston, Texas 77024
Phone: (713) 521-0591
Fax: (713) 682-2356
David Slattery, AIA, Managing Partner
Email: david.slattery@slatterytackett.com

There will be a Pre-Submission Conference at the District's Administration Facility, 6931 Masters Road, Manvel, Texas at **10:00 a.m., Wednesday, April 29, 2026.** Interested firms are strongly encouraged to attend.

Project Description:

The **scope of work** for this proposal includes the construction of a New Fire Station Facility of approximately 13,000 square feet and related site construction.

Anticipated Overall Schedule:

Design Phase:	06/2026 – 09/2026
Construction Document Phase:	09/2026 – 11/2026
Proposal Phase (GMP):	11/2026 – 12/2026
Construction Phase:	01/2027 – 03/2028

Approximate Construction Budget:

It is the intent of BCESD 3 Board of Commissioners that the New Fire Station Facility will be constructed at a Guaranteed Maximum Price of $8,400,000 or less.

Other Information for the Construction Manager-At-Risk Proposer:

1. All savings realized during the construction document and construction phases of the project will be returned to the District. This includes contractor buy-out savings. As an incentive to the successful proposer the District will entertain a project savings split with the CMAR Firm and BCESD 3.

2. All unspent owner controlled contingency allowance, CM's controlled contingency allowance, and building component allowance funds will be returned (deductive change order) to the District at completion of the project.

3. All actual cost information will be made available to the District or its agent during the entire process. A formal audit of the project, at District's discretion, will be conducted by an independent third party hired by the District at selected intervals during the construction phase and prior to final payment.

4. The District will provide all material testing, mechanical commissioning, and independent third party quality control inspections. Construction Manager will be responsible for all building component commissioning and shall provide scheduling and coordination of all material testing and quality control inspections.

5. The project will be built with an "open book" philosophy for the entire project team.

6. **CRITICAL…Pre-Construction Services**: The Construction Manager will provide the following:

    a. Key project personnel shall attend regular meetings with the BCESD 3 and Architect to review project status and review and update the construction cost estimate and recommend alternative building component options (Value Engineering) to keep the project at or under the Owner's design budget.

    b. Consult with the BCESD 3 and Architect regarding site use and improvements, phasing of the various project issues, selection of materials, building systems and equipment.

c. Provide recommendations on construction feasibility including estimates of alternative designs or materials, preliminary budgets and possible economies.

d. Prepare, and periodically update, a preliminary Project schedule for the Architect's review and the District's approval.

e. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the District, Architect and Construction Manager. As construction documents proceed, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price proposal.

f. During the preparation of the Construction Documents, the Construction Manager shall update and refine the cost estimate at each phase of design.

g. If any estimate submitted to the District exceeds previously approved estimates, the Construction Manager shall make recommendations (Value Engineering) to the District and Architect to reduce the cost of the project.

h. The Construction Manager shall recommend to the District Architect and BCESD 3 a schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.

i. When the District approved Construction Drawings and Specifications are 95% complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee and General Conditions.

7. Owner/Contractor Agreement - The District intends to use the AIA Document A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price, with AIA Document A201-2017 General Conditions of the Contract for Construction, subject to revisions agreed upon by the parties.

8. **Bonds are required**. The successful proposer shall be required to obtain Performance Bond and Payment Bond for the full value of the construction project prior to executing the Guaranteed Maximum Price Amendment.

9. **Prevailing Wages**:

   This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code.

10. Insurance Requirements:

10.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to BCESD 3, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

10.2 At contract execution, contractor shall furnish District with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to the District. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by the District. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance is not allowed.

10.2.2 Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

10.2.3 Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.3 District and the members of the Board of Commissioners shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of the District and members of the Board of Commissioners.

11. State Law Requirements for Contracts:
    The contents of this section are required by Texas Law and are included by District regardless of content.

    11.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on Proposal Form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

    11.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on Proposal Form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

SUBMISSION REQUIREMENTS:

Experience:

1. Submit a completed **Contractor Qualification Statement AIA Form A305-2020.**

2. **Relevant Project Experience:** List construction projects (preferably similar to the project outlined in this RFP) that have been completed by your firm within the last 5 years. Include a description of the project, delivery method, final cost, and start and completion dates.

3. **References:** Provide a list of proposer's references (5 minimum) that can be contacted by BCESD 3 to obtain additional information about proposer's services and performance. Identify a specific completed project with each proposer reference.

4. **Personnel:** Considering the scope and schedule of the subject project, identify the *specific* Project Manager(s), Estimator(s), and site Project Superintendent(s) proposed to work on the project. Indicate the extent of their involvement in the project (full-time or part-time) over the entire duration of the construction and design phases. Provide resumes and references for each individual, as well as projects of similar size and scope that the proposed team has completed.

5. **Narrative:** Respond to the following questions in narrative form:
    A. Why are you the best candidate for this project? What can you bring to BCESD 3 that is different from others?
    B. What are the challenges you foresee in the execution of these projects, and what will you do different than others to ensure the success of the project?
    C. What is your approach to pre-construction phase services and how will that affect a positive outcome of the project?

6. Submit a completed **Proposal Form**.

7. **General Conditions:** Provide a Schedule of proposed General Conditions.

CRITERIA FOR SELECTION:

Consistent with Texas Government Code the Brazoria County Emergency Services District No. 3 Board of Commissioners has approved the following selection criteria for use in this selection process:

1. Fire & Emergency Services facilities CMAR construction experience and qualifications:	20 points
2. Quality of the CMAR's work by peer references:	25 points
3. Extent to which the CMAR's demonstrated services will meet the District's needs:	25 points
4. CMAR relationships with Brazoria County ESD 3 and other area Emergency Service Districts and Government Entities:	10 points
5. The total long-term cost to acquire the contractor's services based on Bringing "Best Value" to BCESD 3:	20 points
POINTS TOTAL	100 points

Selection Process:

1. Proposals will be evaluated and ranked by the selection committee. The selection committee will consist of representatives from the architectural firm associated with the project and Brazoria County Emergency Services District No. 3 staff.
2. A face-to-face interview may be conducted on or about May 14, 2026.
4. It is the intent of Brazoria County Emergency Services District No. 3 selection committee to make a recommendation to the Board of Commissioners to award the Construction Manager-at-Risk Contract at a regular or special business meeting in June 2026. The date of award may be changed to meet District requirements.
5. The proposal information to be submitted on May 6, 2026 shall be to demonstrate your qualifications, experience, and reputation related to construction phase and preconstruction phase services.

The Following Page/Pages Are Reserved for BCESD No. 3 Required Procurement Documents

1. **Proposal Form**
2. **Schedule of General Conditions (Division 01)**

PROPOSAL FORM

CONSTRUCTION MANAGER-AT-RISK
BCESD 3 - NEW FIRE STATION FACILITY
BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT 3

Submitted by: _____

Date: _____ Phone No.: _____

To: Mr. Darrell Valusek, President
Brazoira County Emergency Services District No. 3
c/o Slattery Tackett Architects, LLP
730 North Post Oak Road, Suite 200
Houston, Texas 77024

Having examined The Request for Proposal prepared by BCESD 3, the following is a breakdown of all proposed fees.

In submitting this Proposal, the undersigned agrees to the following:

1. Hold proposal open for acceptance 60 days.
2. Accept rights of Owner to reject any or all proposals, to waive formalities and to accept a Proposal which Owner considers most advantageous.
3. By signing, the undersigned affirms that, to the best of his/her knowledge, this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.

I. BASE FEE PROPOSAL:

The Base fee proposal is based on a Guaranteed Maximum Price (budget) of $8,400,000. These fees will be used in the evaluation of proposals as described in the RFP.

PRE-CONSTRUCTION FEE (Lump Sum)	CM FEE (% of Construction Cost)	GENERAL CONDITIONS FEE (Lump Sum)

II. ADDENDA:

The undersigned acknowledges receipt of the following Addenda:

Addendum _____ Dated _____ Received _____

Addendum _____ Dated _____ Received _____

III. SIGNATURE: _____

THIS PROPOSAL FORM MUST BE SUBMITTED WITH THE PROPOSER'S SUBMITTAL PACKAGE BY
May 6, 2026, NO LATER THAN 2:00 PM.

SCHEDULE OF GENERAL CONDITIONS (Division 01)

BCESD-3

April 2026

Item	Description	Quantity	Unit	Total	Comments
01	Project Manager			0.00	
02	Project Superintendent			0.00	
03	Project Coordinator			0.00	
04	Safety Director			0.00	
05	Field Engineering			0.00	
06	Layout			0.00	
07	Permits			0.00	
08	Temporary Utilities (Electricity, Telephone, etc.)			0.00	
09	Construction Office			0.00	
10	Construction Office General Supplies			0.00	
11	Temporary Toilet Facilities			0.00	
12	Storage Container(s)			0.00	
13	Vehicle Expenses			0.00	
14	Equipment Rental			0.00	
15	Equipment Fuel			0.00	
16	Misc. Equipment and Small Tools			0.00	
17	Safety Equipment/First Aid			0.00	
18	Security			0.00	
19	Temporary Fencing			0.00	
20	Tree Protection			0.00	
21	Project Sign			0.00	
22	Clean-up (continuous)			0.00	
23	Final Cleaning			0.00	
24	Dumpster/Trash Removal			0.00	
25	General Materials			0.00	
26	Printing and Reproduction of Drawings			0.00	
27	As-built Drawings/Close-out Documents			0.00	
28	Construction Photos			0.00	
29	Labor Burden			0.00	
30	Association Dues			0.00	
31	General Liability and Umbrella Insurance			0.00	
32	Builder's Risk Insurance			0.00	
33	Payment and Performance Bonds			0.00	
34	(Other)			0.00	
35	(Other)			0.00	
36	(Other)			0.00	
37	(Other)			0.00	
38	(Other)			0.00	
39	(Other)			0.00	
40	(Other)			0.00	
	Total			$0.00	

Agenda Item 8g

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of April in the year Two Thousand Twenty-Six
(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 Vehicle Maintenance Facility
6931 Masters Road
Manvel, TX 77578
New Vehicle Maintenance Facility

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 Deletions 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.

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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.)

To be developed with the Owner in Programming Supplemental Services

§ 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.)

Single-story steel framed vehicle maintenance facility located at 6931 Masters Road 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.)

To be determined during Programming Supplemental Services

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

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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.)

Competetive Sealed Proposals

§ 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™–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.

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

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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
Adam Cryer
3120 Southwest Freeway, Suite 410
Houston, TX 77098

.2 Mechanical Engineer:

T&D Engineers
Justin Cothern
738 S. Highway 6, Suite 260
Houston, TX 77079

.3 Electrical Engineer:

T&D Engineers
Justin Cothern
738 S. Highway 6, Suite 260
Houston, TX 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.

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§ 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 policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any 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

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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

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§ 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

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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™–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 Work.

§ 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.

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§ 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

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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.

§ 3.6.6.4 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	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided

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§ 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	Not Provided
§ 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
§ 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	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 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 - Programming
4.1.2.1.2 - Civil Engineering Services for normal on-site civil design
4.1.2.1.3 - Landscape design services
4.1.2.1.4 - Architectural Interior Design services for selection of interior finish materials
4.1.2.1.5 - Coordination of Owner's consultants and vendors with architectural design

§ 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.)

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4.1.2.2.1 - Telecommunications/data design services
4.1.2.2.2 - Security systems design services including surveillance cameras, intrusion alarms, and access controls
4.1.2.2.3 - 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™–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:

.1 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.

§ 4.2.2 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;

.2 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, Contractor-prepared 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

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Contractor

.2 Fifteen (15) 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™–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.

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§ 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

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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 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, Subcontractors, 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. 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.

§ 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

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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

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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 givethirty (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

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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

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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 - Programming Services lump sum of $2,000.00
11.2.2 - Civil Egineering Services at cost (without markup) of proposal acceptable to Owner and Architect
11.2.3 - Landscape Design at no additional charge
11.2.4 - Architectural Interior Design at no additional charge
11.2.5 - Coordination of Owner's Consultants 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-Five percent (45.00 %)

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Procurement Phase	Six percent (6.00 %)
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 2026

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 percent (%) 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.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments

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§ 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.

§ 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

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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 B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

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

[ ] AIA Document E204™–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 2026

.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.

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OWNER *(Signature)*

BY: Jeff Braun, Executive Director

(Printed name and title)

ARCHITECT *(Signature)*

BY: David Slattery, AIA, Managing Partner

(Printed name, title, and license number if required)

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EXHIBIT A

SLATTERY TACKETT ARCHITECTS STANDARD HOURLY RATE SCHEDULE
2026

Category	Hourly Rate
Principal	$180.00 per hour
Senior Architect/Project Manager	$150.00 per hour
Senior Project Coordinator/Architect 3	$120.00 per hour
Project Coordinator/Architect 2	$105.00 per hour
Senior Technologist/Architect 1	$ 90.00 per hour
Technologist	$ 65.00 per hour
Clerical	$ 50.00 per hour

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 16:22:20 CDT on 04/03/2026.

Changes to original AIA text

PAGE 10

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 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	Not Provided
§ 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
§ 4.1.1.26 Multiple bid packages	Not Provided

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§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	Not Provided

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 thirty (30)~~seven~~ 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.

§ 9.3 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)~~seven~~ days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30)~~seven~~ 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.

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.~~

PAGE 21

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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

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Architect's professional services under this Agreement
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Variable Information

PAGE 1

AGREEMENT made as of the Third day of April in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

Brazoria County Emergency Services District No. 3

6931 Masters
Manvel, TX 77578

(281) 519-8779

Slattery Tackett Architects, LLP

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

713-521-0591

BCESD 3 Vehicle Maintenance Facility

6931 Masters Road
Manvel, TX 77578

New Vehicle Maintenance Facility

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To be developed with the Owner in Programming Supplemental Services

Single-story steel framed vehicle maintenance facility located at 6931 Masters Road in Manvel, Texas.

To be determined during Programming Supplemental Services

TBD

PAGE 3

TBD

TBD

N/A

Competetive Sealed Proposals

N/A

Jeff Braun

6931 Masters
Manvel, TX 77578

(832) 473-1068

jbraun@bcesd3.com

To be selected

See Architect's Supplemental Services

Construction Materials Testing: 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

Adam Cryer

3120 Southwest Freeway, Suite 410
Houston, TX 77098

T&D Engineers

Justin Cothern

738 S. Highway 6, Suite 260

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Houston, TX 77079

T&D Engineers

Justin Cothern

738 S. Highway 6, Suite 260
Houston, TX 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 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.

PAGE 11

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

PAGE 12

4.1.2.2.1 - Telecommunications/data design services
4.1.2.2.2 - Security systems design services including surveillance cameras, intrusion alarms, and access controls
4.1.2.2.3 - Other specialty consulting services including construction materials testing

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

PAGE 13

.2 Fifteen (15) 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.

§ 4.2.5 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.

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[ ] 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

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 - Programming Services lump sum of $2,000.00
11.2.2 - Civil Egineering Services at cost (without markup) of proposal acceptable to Owner and Architect
11.2.3 - Landscape Design at no additional charge
11.2.4 - Architectural Interior Design at no additional charge
11.2.5 - Coordination of Owner's Consultants 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 Ten 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-Five percent (45.00 %)
Procurement Phase	Six percent (6.00 %)
Construction Phase	Seventeen percent (17.00 %)
Total Basic Compensation	one hundred percent (100.00 %)

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Exhibit A - Architect's Standard Hourly Rates 2026

N/A

PAGE 21

§ 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.

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Texas Board of Architectural Examiners
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Austin, Texas 78711-2337
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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 2026

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, David Slattery, AIA, 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 16:22:20 CDT on 04/03/2026 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™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

MANAGING PARTNER

(Title)

04/09/2026

(Dated)

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Agenda Item 9

BCESD 3 EMS Division Report
April 13, 2026

Texas Department of Insurance - EMS Billing Rate Submission

The Texas Department of Insurance adopted a rule implementing Senate Bill 916, 89th Legislature, 2025. The new law extends balance billing protections for emergency medical services (EMS) and provides an annual opportunity for political subdivisions to submit rates. Rates cannot increase by more than the Medicare Ambulance Inflation factor, which is 2% for 2026. If a rate is not updated, the previously reported rate will continue to apply.

BCESD 3 increased ambulance billing rates on January 1, 2026. The new billing rates were submitted to TDI based on the Medicare Ambulance Inflation Factor of 2%.

Bill Code	Procedure Description	Prev Rate/TDI Rate	Current Rate	TDI 3/23/26	TDI Adjustment
A0382	BLS ROUTINE DISPOSABLES	$75.00	$86.25	$76.50	(9.75)
A0398	ALS ROUTINE DISPOSABLES	$150.00	$172.50	$153.00	(19.50)
A0422	OXYGEN	$150.00	$172.50	$153.00	(19.50)
A0422	OXYGEN	$150.00	$172.50	$153.00	(19.50)
A0422	OXYGEN	$150.00	$172.50	$153.00	(19.50)
A0422	OXYGEN	$150.00	$172.50	$153.00	(19.50)
A0425	MILEAGE	$18.00	$20.70	$18.36	(2.34)
A0427	ALS EMERGENCY	$1,950.00	$2,242.50	$1,989.00	(253.50)
A0429	BLS EMERGENCY	$1,250.00	$1,437.50	$1,275.00	(162.50)
A0433	ALS2 EMERGENCY	$2,850.00	$3,277.50	$2,907.00	(370.50)
A0998	TREAT NO TRANSPORT	$400.00	$460.00	$408.00	(52.00)
A0998	TREAT NO TRANSPORT (AIR MEDICAL)	$1,850.00	$2,127.50	$1,887.00	

EMS Division Updates

Fleet

- 2025 A13-E-4848 Frazer Build Update
  - 2025 Dodge 4500 chassis received from Grapevine Dodge
    - Chassis to be delivered to Frazer on July 9th
  - Customer Provided Items to Frazer on May 18th
  - Tentative delivery October
- 2025 A14 E-4938 Build Update
  - 2026 Dodge 4500 chassis will need to be purchased by May 13th
    - Chassis to be delivered to Frazer on October 5th
  - Customer Provided Items to Frazer mid-June
  - Delivery tentatively February – June 2027

DEA Regulations

- The Drug Enforcement Agency (DEA) has implemented new regulations which require more stringent inventory tracking and management. Our current paper tracking system and inventory management system will not adequately meet the new DEA regulations.
- Schedule2 electronic narcotic tracking and inventory software was purchased with an initial cost of $3,684 which includes the software licenses for seven apparatus as well as the needed equipment. The annual cost is $2,340 which is considerably less than other like vendors and it integrates with our safes.

2025 Controlled Substances Annual Audit Report

- On February 26, 2026, an annual audit of the Brazoria County Emergency Services District No. 3 controlled substances stock and records for 2025 was conducted by Timothy L. Welch, EMS Division Chief and Lucille Maes, Angleton Area Emergency Medical Corps. The audit was conducted as required in BCESD 3 Policy 3103 Narcotic Inventory & Administration.
- The BCESD 3 Controlled Substances Safe Log entries were found to be correct and accurate. There were no discrepancies noted in the 2025 quarterly controlled substance audits.

BRAZORIA COUNTY
EMERGENCY SERVICES DISTRICT NO.3

Dispatched Incident Dashboard

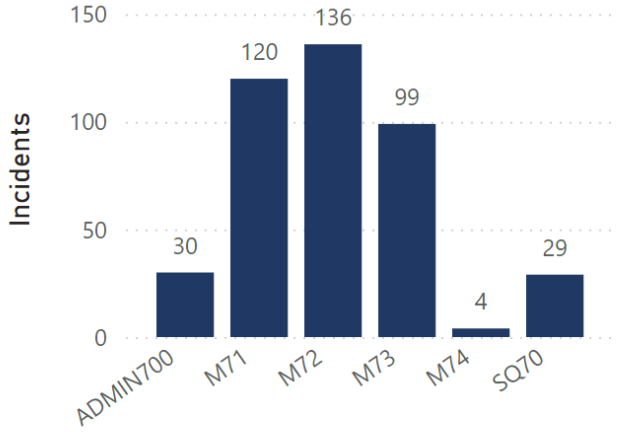
Date
3/1/2026
3/31/2026

332
Incidents

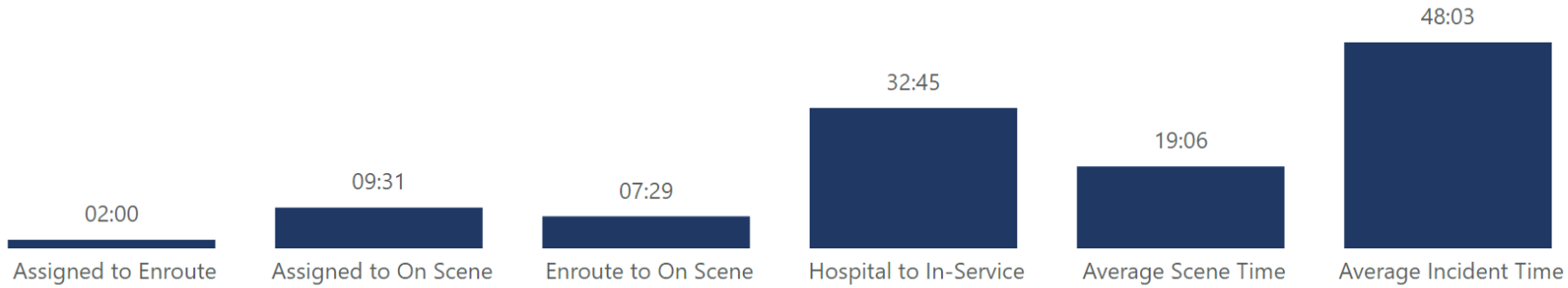
202
Transports

Unit	MANVEL	MUD 21	MUD 22	CR143	IOWA COLONY	ROSHARON	Mutual Aid (Outgoing)	**Total**
ADMIN700	16		2		11	1		**30**
M71	81	3		7	21		8	**120**
M72	96	11	9	2	11	2	5	**136**
M73	32	2			52	8	5	**99**
M74							4	**4**
SQ70	18	1	2	1	6		1	**29**
Total	**195**	**15**	**10**	**9**	**74**	**10**	**19**	**332**

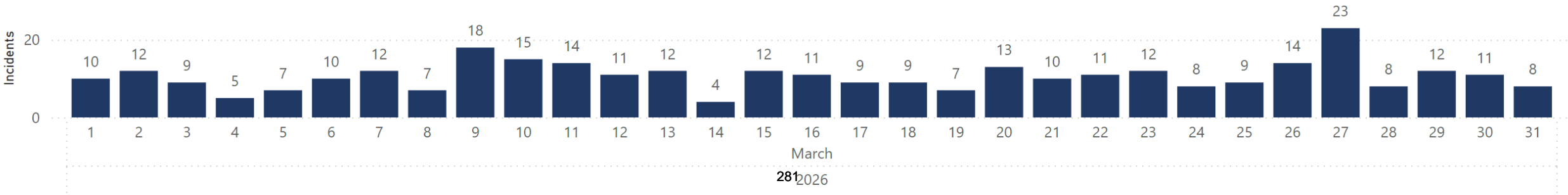
Incidents by Unit



Response Time Averages



Incidents Over Time



BRAZORIA COUNTY
EMERGENCY SERVICES DISTRICT NO.3

Dispatched Incident Dashboard

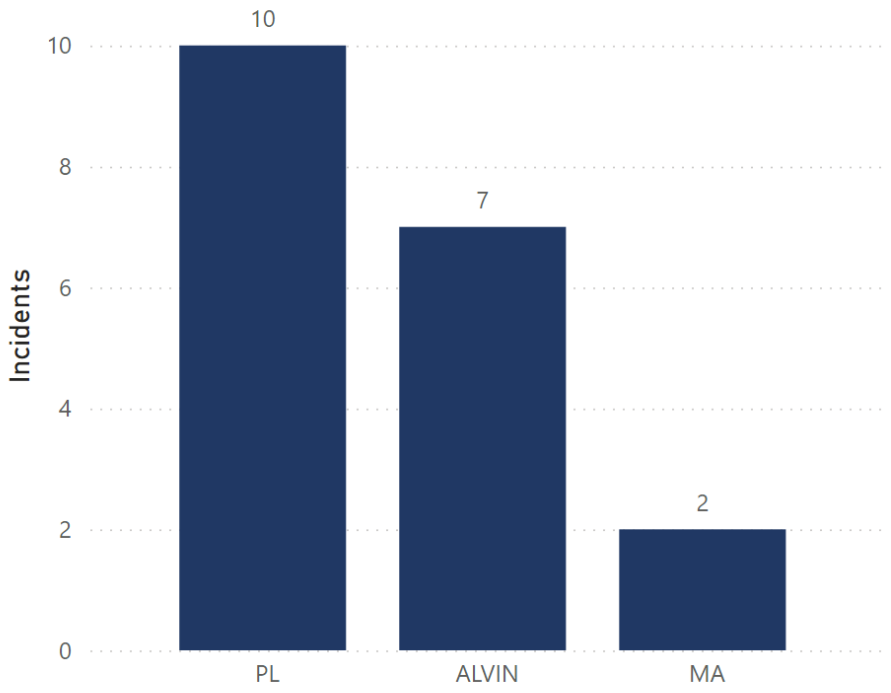
Date
3/1/2026
3/31/2026

Mutual Aid Out

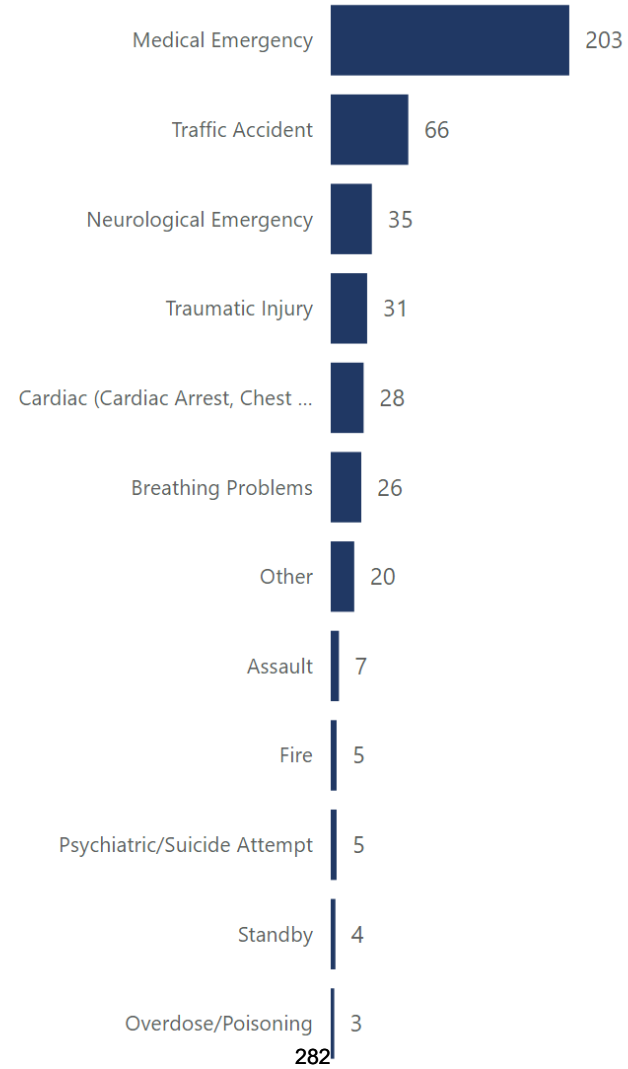
19
Incidents

11
Transports

Mutual Aid Out



EMD Complaint

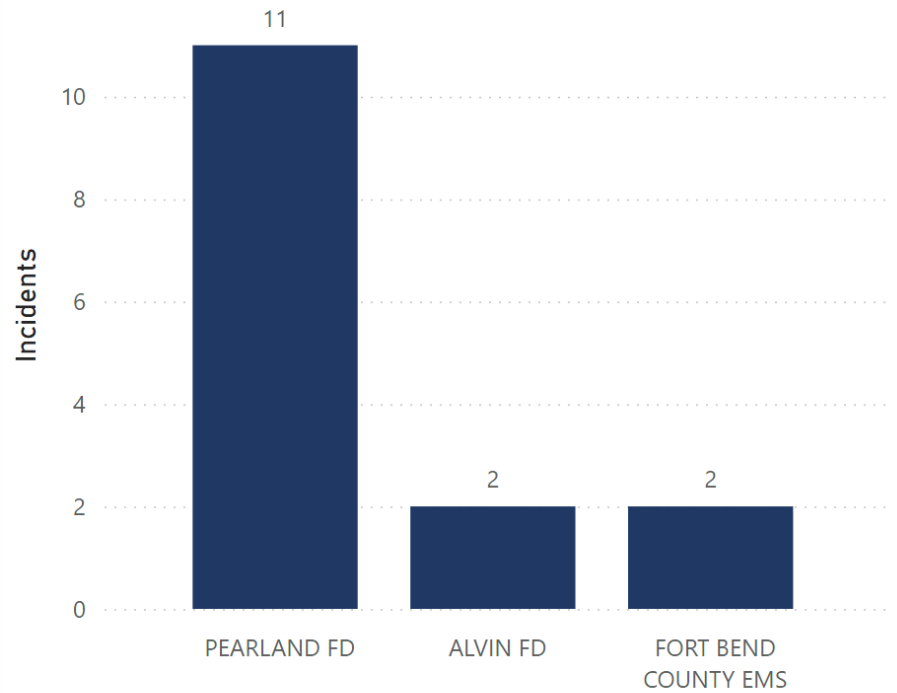


Mutual Aid In

15
Incidents

1
Transports

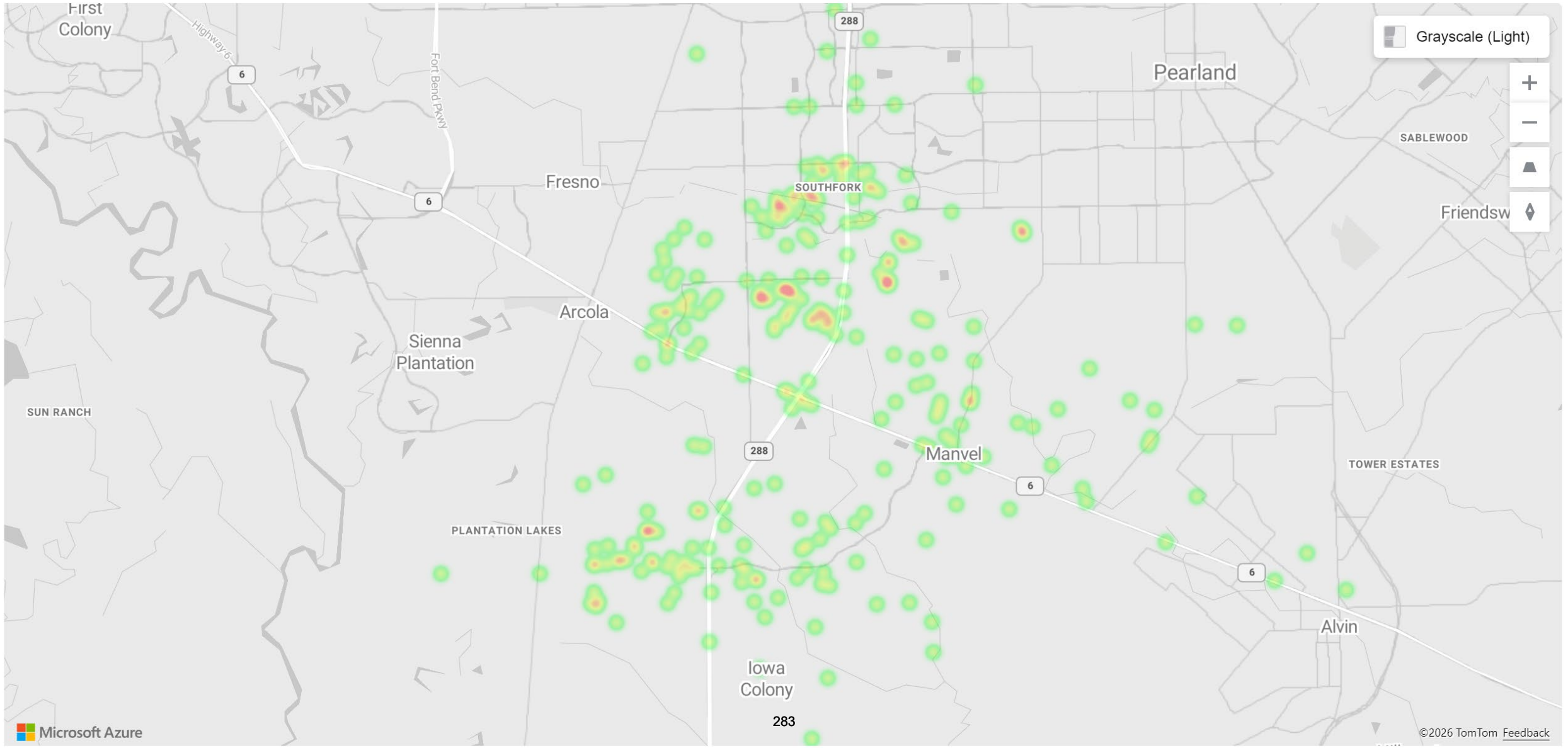
Mutual Aid In



BRAZORIA COUNTY
EMERGENCY SERVICES DISTRICT NO.3

Incident Location Heatmap

Date
3/1/2026
3/31/2026



BRAZORIA COUNTY
EMERGENCY SERVICES DISTRICT NO.3

Transport Dashboard

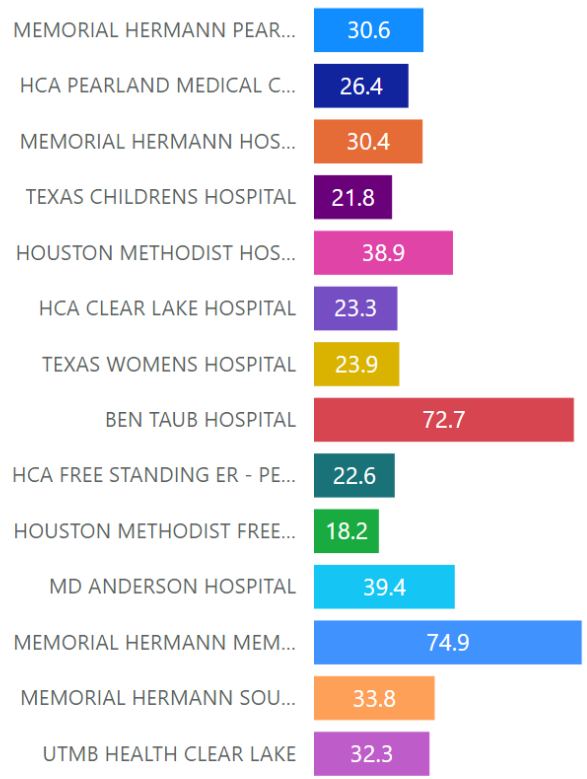
Date
3/1/2026
3/31/2026

202
Transports

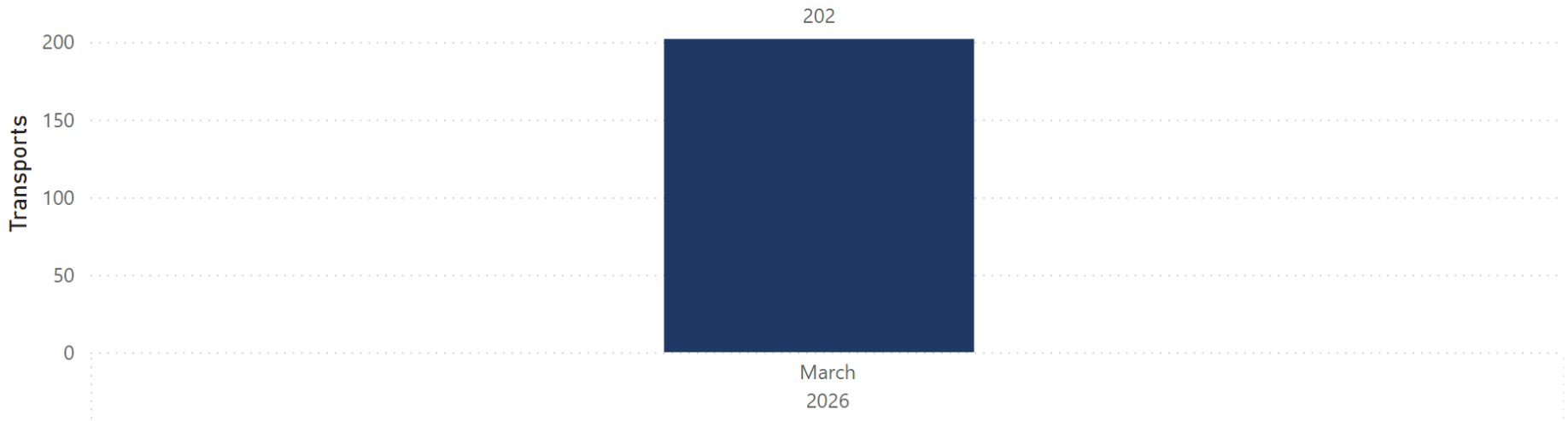
28.5
Median Turnaround Tim...

Median Turnaround Times by Destination

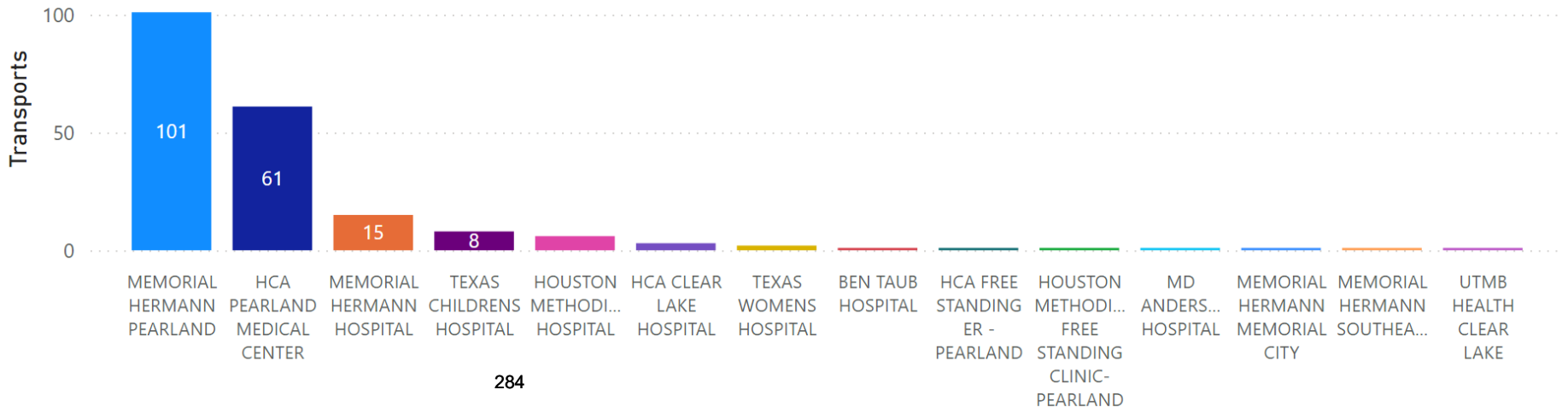
Sorted by number of transports, descending



Transports by Year and Month



Transports by Hospital



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

No Documentation for this Item

Agenda Item 11

Community Engagement

April 2026

Community Activity

- 4 New Community Engagement Members for 2026

  Tina Levert, Aether Health – Silver Lakes resident
  Mason Holliday - Brazoria County Intergovernmental Affairs
  Glen Starkey - Retired Community Leader
  Dadria Jackson - Massage Therapist, Manvel Resident

- 4 Chamber Committee Meetings Attended
- 3 Chamber Networking Events Attended

Social Media

Month/Yr	FB Reach	Insta Reach	Paid Reach	FB Followers	Insta Followers	Website Visits	Web Page Views
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
December	63,259	1,086	20,001	3,200	38	1,512	2,213
2026							
January	107,238	3,557	52,523	3,255	45	2,616	3,496
February	39,013	3,756	N/A	3,300	47	968	1,765
March	181,100	3,300	125,136	74,863	56	1,574	1,874

Social Media

Denise Stanaland
March 19 at 9:48 PM ·

I attended a highly informative meeting at Brazoria County Emergency Services District #3 this evening, marking my second year on the community engagement committee. Are you aware that they provide fire and EMS coverage for 650 square miles? For more information, please contact Brazoria County Emergency Services District No 3.

Brazoria County Emergency Services District No 3
Published by Cindy Reaves · March 19 at 9:28 PM ·

Thanks to the BCESD3 Community Engagement Committee for coming out tonight! Lots of information, great questions and support for our for our first responders!!!
If you are interested in learning more about the District and plans for tackling the growth our fire departments and EMS services face, we would love to have you!

Scott Salter and 29 others — 6 comments 1 share

Like Comment Share

View more comments

Donna Starkey
Can't believe I missed this meeting again! Ugh
I'll be there next time!
2w Like Reply 1

Alfred Froberg for Brazoria County Commissioner Pct. 2 · Follow
March 19 at 7:41 PM ·

This evening we attended the Brazoria County Emergency Services District No 3 meeting.
I've had the pleasure of attending these meetings over the last 12 months and to ... See more

Scott Salter Alvin City Council and 12 others — 2 shares

Like Comment Share

Comment as Brazoria County Emergency Services District No 3

Brazoria County Emergency Services District No 3
Published by Cindy Reaves · March 26 at 1:31 PM ·

Manvel Volunteer Fire Department
March 26 at 1:21 PM ·

Manvel VFD Received Grant from Fire House Subs Public Safety Foundation

As first responders continue serving Manvel and the surrounding area, it is essential that Manvel Volunteer Fire Department has the tools needed to respond effectively in emergencies. The Firehouse Subs Public Safety Foundation® has recognized this need and recently awarded the department a $17,388 grant to purchase 46 self-contained breathing apparatus (SCBA) Face Masks and accessories.

The new SCBAs will replace end of life equipment and increase the number of breathing devices available. This equipment is basic life support for first responders. The increased number will strengthen emergency response efforts and improve outcomes when seconds matter most.

"We are extremely grateful to the Firehouse Subs Public Safety Foundation and our local Firehouse Subs® restaurant in Manvel, Texas, for this vital support," said Ricky Burleson, Fire Chief of the Manvel Volunteer Fire Department. "Having reliable, up-to-date equipment enhances our ability to protect lives and better serve our community."

For more than 20 years, charitable donations have powered the Firehouse Subs Public Safety Foundation's mission to support first responders and public safety organizations nationwide. Since 2005, the Foundation has awarded more than 7,100 grants totaling over $105 million to public safety organizations.

To learn more or support the mission, visit any Firehouse Subs restaurant or the Firehouse Subs Public Safety Foundation website at FirehouseSubsFoundation.org.
###

Brazoria County Emergency Services District No 3
Published by Cindy Reaves · March 10 at 3:29 PM ·

Last Night BCESD3 EMS was recognized for Pre-Hospital Excellence.

Today we recognize the extraordinary work of Brazoria County ESD 3 and the paramedics who responded to a devastating accident. Incidents like this remind us of the difficult reality of emergency services, sometimes despite the very best efforts of highly skilled professionals, injuries are simply too severe to overcome. But what also becomes clear in these moments is just how powerful the work of EMS can be.

On this call, the paramedics from Brazoria County ESD 3 arrived to find a patient in traumatic cardiac arrest with catastrophic injuries. In the face of an incredibly complex and high-stress scene, they immediately went to work. They administered ACLS medications, initiated blood products, and continued aggressive resuscitative care while rapidly transporting the patient to Ben Taub Emergency Center.

What stands out about this case is not just the clinical skill displayed in the field, but the determination to give this patient every possible chance. In emergency medicine, both in the hospital and the field, we often measure success in terms of survival statistics and clinical outcomes. But those of us who work in this field know that success is sometimes measured in humanity providing dignity, compassion, and time for families during the most difficult moments of their lives.

The actions of this crew exemplify exactly what the Ben Taub Pre-Hospital Excellence Recognition Program was created to honor: exceptional clinical care, professionalism, and the unwavering commitment to patients in the most critical moments.
To the paramedics and leadership of Brazoria County ESD 3, please know that your work did not go unnoticed. Your skill, your perseverance, and your compassion made a difference not only for the patient, but for their family and for all of us who continue that care when you arrive at our doors.

On behalf of the Ben Taub Emergency Center, it is my honor to recognize and congratulate
- Capt. Francisco Chavez
- Paramedic Catherine Godden
- Paramedic Miguel Deleon,
- Paramedic Veronica Gomez
- Paramedic Cellanna Flores

for their outstanding pre-hospital care and dedication to the patients and communities they serve. Thank you for the incredible work that you do every single day. And please join me in congratulating this amazing team of dedicated individuals.

HARRISHEALTH

BEN TAUB PRE-HOSPITAL
XCELLENCE RECOGNITION
PROGRAM

See insights and ads · Boost post

Scott Salter, Alvin City Council and 29 others · 4 comments · 7 shares
Like · Comment · Share

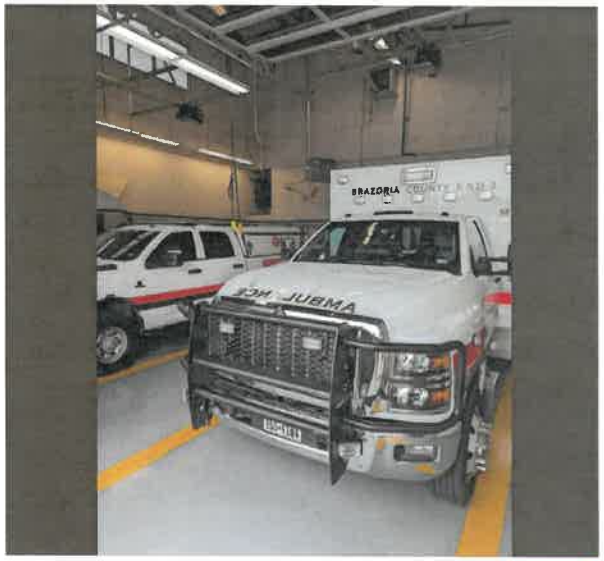
Brazoria County Emergency Services District No 3
Published by Scott Salter · March 15 at 9:27 AM ·

24/7 365, our crews are standing by and ready for emergencies when they happen.

Fun facts!
Did you know that the Brazoria County Emergency Services District 3 has a response area of 650 square miles??

Brazoria County is huge, but our commitment to providing quality service is even bigger.

Thank you for allowing us to continue serving.



High-quality post insights · Boost post

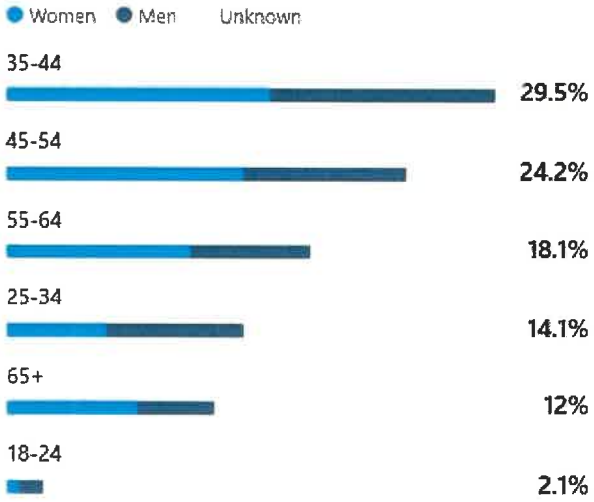
Scott Salter, David Linder County Commissioner Pct. 4 and 50 others · 1 comment · 8 shares
Like · Comment · Share

David Linder County Commissioner Pct. 4
Big shoutout and thank you to each of you for your selfless service to the citizens of Brazoria County!
3w · Like · Reply · Hide

Facebook Demographics

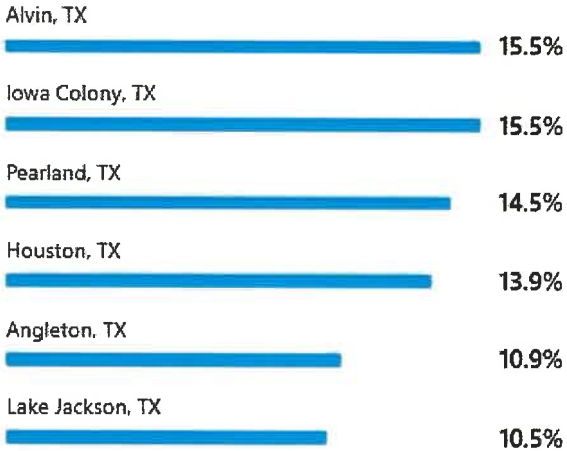
Age & gender

Lifetime



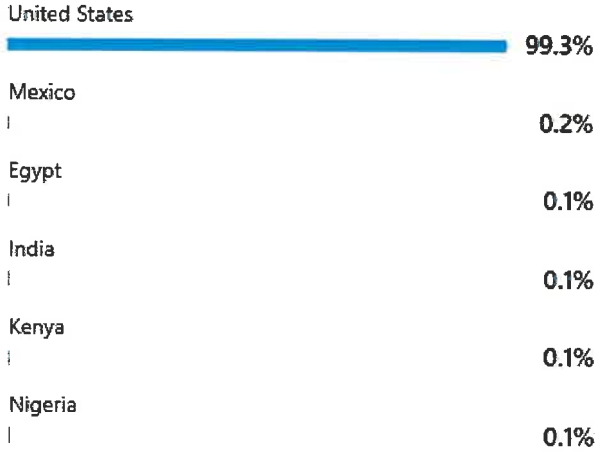
Cities

Lifetime



Countries

Lifetime



Development Meeting

State Representative Jeff Barry is with **David Linder County Commissioner Pct. 4** an...
March 31 at 7:00 AM ·

Yesterday I had the opportunity to sit down with county leaders, developers, MUD representatives, engineers, and emergency services officials for an important conversation about growth in Brazoria County.

One thing is clear: growth is coming, and in many areas it is already here. The question is not whether Brazoria County will continue to grow, but whether we are planning well enough to make sure our residents have the public safety, infrastructure, and services they deserve.

We talked about some real challenges, including law enforcement coverage in high-density developments, fire and EMS response times, drainage, flood control, and the long-term pressure growth places on roads, utilities, and water resources. We also talked about the gap between what residents expect when they move into a new neighborhood and what county government can realistically provide under current law and funding limits.

What I appreciated most was the honest discussion. Everyone in the room understood that these issues are bigger than any one group. County, MUDs, ESDs, developers, and local leaders all have a role to play, and better coordination has to be part of the solution.

A few things stood out to me:

We need earlier communication between developers, emergency services, and county departments.

We need smarter planning for fire, EMS, law enforcement, drainage, and water needs before problems arise.

We need to keep pushing for practical solutions that protect residents without slowing responsible growth.

We need consistency, clarity, and accountability for the people who call Brazoria County home.

This was a strong first conversation, but it will not be the last. Our residents deserve communities that are safe, well-planned, and built to last, and I'm committed to continuing this work with everyone at the table.

Thank you to everyone who took the time to join the discussion and share their perspective. We've got more work ahead, and I'm ready for it.

Current Activity

- April 22nd – Administrative Professionals Day
- April 25th – Liverpool Recruitment Event
- May 14th – Community Engagement Meeting
- May 21st – Employee and Volunteer Appreciation Lunch

Agenda Item 12

No Documentation for this Item

Agenda Item 13

No Documentation for this Item

Agenda Item 14

No Documentation for this Item

Agenda Item 15